



TC01-062

June 12, 2001
Overnight Delivery

210 N. Park Ave
Winter Park, FL
32789

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

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

RE: Registration of Direct One, Inc.

Dear Mr. Bullard:

Tel 407 740-8575
Fax 407 740-0613
tms@tmsinc.com

Enclosed for filing are the original and ten (10) copies of the registration request of Direct One, Inc. for authority to provide intrastate long distance telecommunications services in 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,



Kay Ann Noeth
Consultant to Direct One, Inc.

Enclosures

cc: A. Brown - Direct One
file: Direct One - SD
tms: SDi0100

RECEIVED

JUN 12 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

REGISTRATION OF

DIRECT ONE, INC.

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

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

Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705
Telephone: (714) 384 - 7800
Facsimile: (714) 384 - 7877
FEIN: 33 - 0175543

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.

Direct One was incorporated on June 17, 1986 under the laws of the State of California as Direct American Marketers, Inc. The articles were amended on June 1, 1999 to reflect the name change to Direct One, Inc. A copy of the Secretary of State authority in South Dakota is included at Attachment I.

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

Direct One has no principal offices in South Dakota.

Registered Agent: CT Corporation Systems
319 S. Cotteau Street
Pierre, SD 57501

3. If the applicant is a corporation: (cont'd.)

- (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 Direct One'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 Direct One include outbound presubscribed service and calling card service. The company's target market for these services will be both residential and business customers. Intrastate service is offered as an add-on to Direct One's interstate service.

Direct One's outbound calling service allows customers to place direct dialed calls to interstate and intrastate terminating locations. Calls are placed by dialing 1+ and the destination telephone number, including the area code if applicable.

Billing for direct dialed services provided by Direct One will be handled by either the company for large customers or through the a valid credit card for all other customers. The telephone number for customer inquiries and complaints, (800) 665 - 5267, will be provided by Direct One 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.**

Direct One is a switchless reseller of interexchange telecommunications services. Direct One originates calls via feature group D purchased by Direct One's underlying carrier Qwest, from the local exchange carrier. The calls are routed over switched access facilities to the nearest underlying carrier's point of presence. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network (feature group or leased facilities).

Direct One 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.**

Direct One 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.**

Direct One is providing its most current 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.

8. 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 Direct One, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

For complaints and on-going regulatory issues:

Anthony C. Brown, President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705
Telephone: (714) 384 - 7800
Facsimile: (714) 384 - 7877
e-Mail Address: ABROWN@selecttel.com

For all other matters, contact:

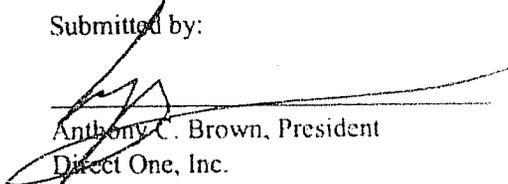
Anthony C. Brown, President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705
Telephone: (714) 384 - 7800
Facsimile: (714) 384 - 7877
e-Mail Address: ABROWN@selecttel.com

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.

Direct One 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


Anthony C. Brown, President
Direct One, Inc.

ATTACHMENT I

AUTHORITY TO OPERATE IN SOUTH DAKOTA

State of South Dakota



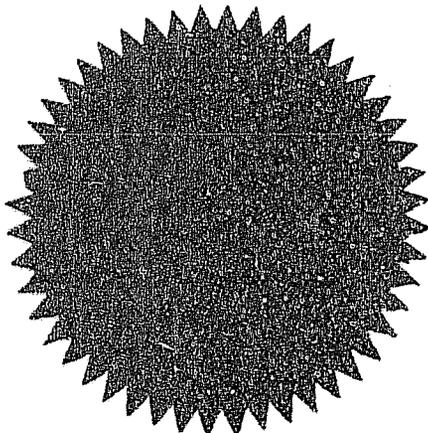
OFFICE OF THE SECRETARY OF STATE

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 **DIRECT ONE, 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.

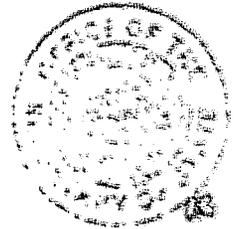
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 23, 2001



Joyce Hazeltine
Secretary of State

ATTACHMENT II

ARTICLES OF INCORPORATION



SECRETARY OF STATE

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

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

JUN - 9 1999

Secretary of State



A0526085

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DIRECT AMERICAN MARKETERS, INC.

RECEIVED
JUN - 1 1999
CLERK SECRETARY OF STATE

Anthony C. Brown certifies that

1. He is the President and Secretary of Direct American Marketers, Inc., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

"The name of this corporation is Direct One, Inc."

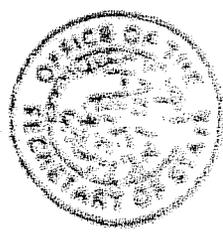
3. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 100,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Dated: June 1, 1999

[Signature]
Anthony C. Brown, President and Secretary

RECORDED



4424620

ENDORSED
FILED

NOV - 2 1992

MARCHINGE

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DIRECT AMERICAN MARKETERS, INC.

Anthony C. Brown and Lee Nydell certify that:

1. They are the President and the Secretary, respectively, of Direct American Marketers, Inc., a California Corporation.

2. A new Article V is added to the Articles of Incorporation to read as follows:

"The affirmative vote of the holders of eighty percent (80%) of the shares entitled to vote shall be required with respect to the following matters: (1) any merger or sale of the corporation, or sale of substantially all of the assets of the corporation; (ii) any offering, issuance or sale of stock or securities of the corporation or any options or rights to acquire any stock of the corporation; or (iii) an amendment of any provision of the articles of incorporation which requires the affirmative vote of the holders of eighty percent (80%) of the shares entitled to vote."

3. A new Article VI is added to the Articles of Incorporation to read as follows:

"In case of the proposed issuance by the corporation of common shares, or the proposed grant by the corporation of options to purchase common shares, or the proposed issuance by the corporation of securities convertible into or carrying warrants to purchase common shares, each holder of the common shares shall have the right during a reasonable time and on reasonable conditions, both to be fixed by the Board of Directors, to purchase at a price not less favorable than that at which such shares, options or securities are to be offered to others, such number, as determined in good faith by the Board of Directors, of the shares, options or securities to be offered as shall nearly as practicable preserve his, her or its relative ownership in the entire number of issued and outstanding common shares of the corporation. Anything herein to the contrary notwithstanding, holders of common shares shall have no preemptive rights in connection with the issuance of new common shares to employees of the corporation or options to purchase any such shares granted to employees of the corporation, with respect to any employee benefit plan, incentive award program or otherwise in connection with their employment."

4. The foregoing amendments of the Articles of Incorporation have been duly approved by the Board of Directors.

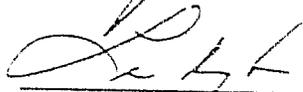
5. The foregoing amendments of the Articles of Incorporation have been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 100,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. the percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: October 9, 1992



Anthony C. Brown, President



Lee Nydeil, Secretary

RBR/DirAm#2

ENDORSED

FILED

in the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

JUN 12 1986

MARCE FONGS EU, Secretary of State

ROWLAND W. DAY, II, certifies that:

1. He is incorporator of Marketing Direct Enterprises, Inc., a California corporation.
2. He hereby adopts the following amendment of the articles of incorporation of this corporation:

Article 1 is amended to read as follows:

"The name of this corporation is DIRECT AMERICAN MARKETERS, INC."

3. No directors were named in the original articles of incorporation and none have been elected.
4. No shares have been issued.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: June 11, 1986

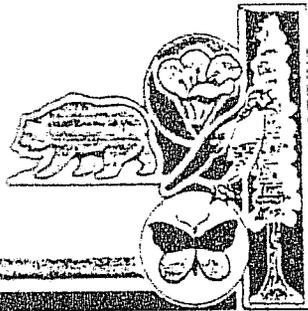


 ROWLAND W. DAY, II
 Incorporator

DIRECT AMERICAN MARKETERS INC
 1692 DEERE AVE.
 IRVINE, CA. 92714
 (714) 251-7866 FAX (714) 251-0327
 THEIR FAX # 619 452 1304

Date _____ To: Mark Mann
 No. of Pages 2 From: Rowland W. Day, II
 Comments: _____

A424620



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, 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

NOV - 2 1992



March Fong Eu

Secretary of State

1532849

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION
OF
MARKETING DIRECT ENTERPRISES, INC

JUN 05 1986

MARCH FONG EU, Secretary of State

I

The name of this corporation is Marketing Direct Enterprises, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

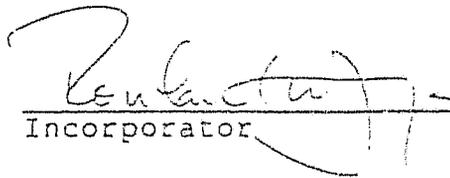
The name and address in the State of California of this corporation's initial agent for service of process is:

Lawrence D. Schenker
4330 Barranca Parkway, #101
Irvine, California 92714

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is One Million (1,000,000) Shares.

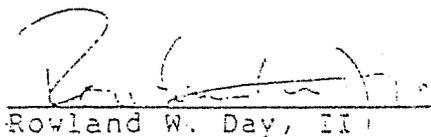
DATED: JUNE 3 1986



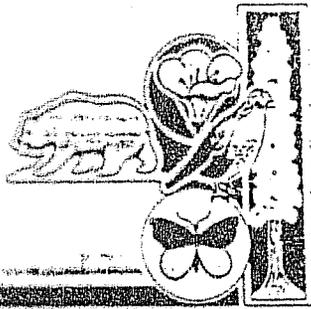
Incorporator

ROWLAND W. DAY, II

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



Rowland W. Day, II



State
of
California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the 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

JUN 12 1986



March Fong Eu

Secretary of State

ATTACHMENT III

OFFICERS, DIRECTORS, STOCKHOLDERS

Direct One, Inc.

CORPORATE OFFICERS/DIRECTORS

The following individuals serve as officers and directors of Direct One, Inc. can be reached at the company's corporate headquarters at 1820 East First Street, Suite 440, Santa Ana, California, 92705:

Anthony C. Brown	President, C.E.O
William Karlman	V.P., Secretary, Director
Hanna Reta Fishman	Retired Chairman

**Direct One, Inc.
Income Statement
FYE 2000**

Gross Revenue	\$	16,521,000
Net Revenue	\$	13,269,000
GOGS	\$	10,568,000
Expenses	\$	3,528,000
Net Income	\$	(827,000)

Direct One, Inc.
Balance Sheet
FYE 2000

ASSETS

Current Assets	\$	2,377,250.73	
Property and Equipment	\$	64,200.00	
Total Assets			\$ 2,441,450.73

LIABILITIES & CAPITAL

Current Liabilities	\$	1,617,934.87	
Long Term Liabilities	\$	16,535,502.58	
Capital	\$	(15,711,986.72)	
Total Liabilities & Capital			\$ 2,441,450.73

ATTACHMENT V

TARIFF

SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
DIRECT ONE, INC.

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by Direct One, Inc. d/b/a Direct One 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: June 13, 2001
Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

Effective Date:

SDi0100

CHECK SHEET

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

PAGE	REVISION	PAGE	REVISION
1	Original *	21	Original *
2	Original *	22	Original *
3	Original *	23	Original *
4	Original *	24	Original *
5	Original *	25	Original *
6	Original *	26	Original *
7	Original *	27	Original *
8	Original *	28	Original *
9	Original *	29	Original *
10	Original *	30	Original *
11	Original *	31	Original *
12	Original *	32	Original *
13	Original *	33	Original *
14	Original *	34	Original *
15	Original *	35	Original *
16	Original *	36	Original *
17	Original *	37	Original *
18	Original *	38	Original *
19	Original *	39	Original *
20	Original *	40	Original *

* - indicates those pages included with this filing

Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

SD10100

CHECK SHEET, (CONT'D)

PAGE	REVISION
41	Original *

* - indicates those pages included with this filing

Issue Date: June 13, 2001
Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

Effective Date:

SDi0100

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Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

SDi0100

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 Direct One, Inc. d/b/a Direct Ones, subject to the jurisdiction of the South Dakota Public Utilities Commission.

Issue Date: June 13, 2001

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

Effective Date:

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.

Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

SDi0100

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 seven 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)(1)

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.)

Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

SDi0100

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 Direct One'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.

Issue Date: June 13, 2001

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

Effective Date:

SDi0100

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

Direct One - A d/b/a of Direct One, Inc., also referred to herein as Company.

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.

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.

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.

Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

SDi0100

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

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.

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.

Issue Date: June 13, 2001
Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

Effective Date:

SDi0100

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

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.

SDPUC - South Dakota Public Utilities Commission.

Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

SDi0100

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

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.

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.

Issue Date: June 13, 2001

Effective Date:

Issued by:

Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705

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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 casual calling, direct dialed calls, and travel card 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 Direct One 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.

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 Direct One 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.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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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 Direct One'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** Direct One shall not be liable for any failure or 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 Direct One 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** Direct One 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** Direct One 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.

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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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.

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) Direct One will not bill for unanswered calls in areas where Equal Access is available, nor will Direct One 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, Direct One 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 Direct One 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 Direct One directly. If there is still a disagreement about the disputed amount after investigation and review by Direct One 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 Direct One 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

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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Responsibilities of the Subscriber**

- 2.18.1** 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.
- 2.18.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Direct One on the Subscriber's behalf.
- 2.18.3** If required for the provision of Direct One's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Direct One.
- 2.18.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Direct One when required for Direct One personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Direct One's Services.
- 2.18.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Direct One's facilities or services, that the signals emitted into Direct One'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 Direct One's equipment, personnel, or the quality of Service to other Subscribers or Customers, Direct One may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Direct One may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay Direct One for replacement or repair of damage to the equipment or facilities of Direct One 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 Direct One'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 Direct One with a valid method of billing for each call. Direct One 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 Direct One may refuse to place the call.

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

2.21 Customer Inquiries or Complaints

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

Customer Service
Direct One, Inc.
1820 East First Street, Suite 440
Santa Ana, California 92705
(800) 655 - 5267

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

Direct One provides direct dialed one plus, casual calling, and travel card services for communications originating and terminating within the State of South Dakota under terms of this tariff.

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

3.2 Timing of Calls

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4 The company will not bill for incomplete calls.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.3 Rate Periods**

Direct One's rates are flat rated. They are not time of day or day of week sensitive.

3.4 Special Access Channels

Special access channels (ie: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. Direct One will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

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

3.5 Calculation of Distance

Direct One's rates are flat rated, based on service type and product description. Unless otherwise stated, rates are not distance sensitive.

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

3.6 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.7 Direct One Casual Calling Service**

Direct One Travel Service allows Customers to place calls through the Direct One network via a toll free (800/888/877) or casual calling (101xxxx) code. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. All calls are billed in arrears and are billed to a preauthorized nationally recognized credit card provided by the Customer at the time of subscription to the Direct One service. Customers choose the flat rate pricing, as described in 4.1.2 below, for there preauthorized limit.

3.8 Direct One Travel Card Services

Direct One Travel Card Service allows the Customer to place calls within the Mainland United States while away from the home or office. The Customer must dial an toll free (800/888/877) number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period, for billing pruposes of one (1) minute.

3.9 Minutes on Us

The Minutes on Us Program gives the Customer 1,024 minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customer will be billed one month in advance for this service. Billing for this service will be done through a valid credit card. All calls over the initial 1,024 minutes of monthly usage will be billed at the per minute rate described below.

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

Customers subscribing to this service will receive the first 1,024 minutes of usage for free.

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

3.10 Directory Assistance

Directory Assistance is available to Customers of Direct One's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

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Anthony C. Brown - President
Direct One, Inc.
1820 East First Street, Suite 440
Sioux Falls, S.D. 57105

SECTION 4 - RATES
4.1 Direct One Casual Calling Service

4.1.1 Per Minute Rates	\$0.089
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4.1.2 Flat Rate Monthly Fee

Customers can choose from one of the pricing options below for the preauthorization limit for the casual calling service:

Plan A	\$10.00
Plan B	\$15.00
Plan C	\$19.00
Plan D	\$27.50
Plan E	\$29.00
Plan F	\$50.00

4.2 Direct One Travel Card Services**4.2.1 Flat Rate Travel Card Service**

Per Call Surcharge	\$0.30
Per Minute Rate	\$0.30

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SECTION 4 - RATES, (CONT'D.)**4.3 Minutes on Us****4.3.1 Monthly Charges**

Monthly Usage Charge	\$39.95
Monthly Administrative Fee	\$ 4.95

4.3.2 Additional Per Minute Rate	\$ 0.0390
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4.4 Flat Rate for All

Monthly Usage Charge	\$49.95
Monthly Administrative Fee	\$ 4.95

4.5 Directory Assistance

Rate Per Call	\$ 1.49
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SECTION 5 - MISCELLANEOUS SERVICES

5.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

5.2 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

5.3 Directory Assistance

Directory Assistance is available to Customers of Direct One 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.

Directory Assistance, Per Call:

IntraLATA	\$0.95
InterLATA	\$1.49

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SECTION 6 - PROMOTIONS**6.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or 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. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

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SECTION 7 - CONTRACT SERVICES**7.1 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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TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
WINTER PARK, FL 32790-0200
(407) 740-8575

AM SOUTH BANK
ORLANDO, FLORIDA
61-466/631

5/18/2001

PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

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

DOLL

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

TECHNOLOGIES MANAGEMENT, INC.

MEMO: Filing fee for Direct One

⑈030013⑈ ⑆063104668⑆ 3720572557⑆

TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm.
05/18/2001

Bill #Direct One

5/18/2001

300

250.00

TC01-062

AmSouth

Filing fee for Direct One

250.00

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of June 7, 2001 through June 13, 2001

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: 605-773-3509

TELECOMMUNICATIONS

TC01-055 **In the Matter of the Application of KMC Data, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.**

KMC Data, LLC is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide services on a facilities based and resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 06/06/01
Intervention Deadline: 06/29/01

TC01-056 **In the Matter of the Application of Global Crest Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Global Crest Communications, Inc. (Global Crest) is seeking a Certificate of Authority to provide interexchange telecommunications services throughout South Dakota. Global Crest intends to offer resold 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service and prepaid calling card service.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 06/07/01
Intervention Deadline: 06/29/01

TC01-057 **In the Matter of the Application of Network US, Inc. d/b/a CA Affinity for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Network US, Inc. d/b/a CA Affinity (Affinity) is seeking a Certificate of Authority to provide interexchange telecommunications services throughout South Dakota. Affinity intends to offer Message Toll Service, Incoming 800/888, and Travel Card Services.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 06/08/01
Intervention Deadline: 06/29/01

TC01-058 **In the Matter of the Application of Telefyne Incorporated for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Telefyne Incorporated has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Telefyne is a reseller and intends to offer interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service throughout South Dakota.

Date Docketed: 06/13/01
Intervention Deadline: 06/29/01

TC01-063 In the Matter of the Filing for Approval of a SPOP Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On June 13, 2001 the Commission received a filing for approval of an Amendment re Single Point of Presence (SPOP) to the Local Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. (McLeodUSA) and Qwest Corporation (Qwest) f/k/a US West Communications, Inc. According to the parties the agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between McLeodUSA and Qwest which was approved by the Commission effective July 23, 1999 in Docket TC99-057. The Amendment is made in order to add terms and conditions for Single Point of Presence (SPOP) in the LATA to the Agreement, as set forth in Attachment 1 and Exhibit A attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than July 3, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 06/13/01
Initial Comments Due: 07/03/01

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

RECEIVED

JAN 24 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Request to Withdraw Application of Direct One, Inc. for a Certificate of Authority
Docket TC01-062

Dear Mr. Bullard:

On behalf of Direct One, Inc., and in response to the letter from Michele M. Farris, P.E., Utility Analyst, dated January 17, 2002, please accept this request to withdraw the application of Direct One, Inc. for a certificate of authority to provide telecommunications services within the State of South Dakota, currently assigned to Docket TC01-062. Also included herein are 10 copies of this request to withdraw, as well as an extra stamp and return copy.

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

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

Sincerely,

Kay Ann Noeth
Consultant to Direct One, Inc.

cc: A. Brown - Direct One
file: Direct One - SD
tms: SDi0200.tms

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

IN THE MATTER OF THE APPLICATION OF)	ORDER PERMITTING
DIRECT ONE, INC. FOR A CERTIFICATE OF)	WITHDRAWAL OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	APPLICATION AND
TELECOMMUNICATIONS SERVICES IN)	CLOSING DOCKET
SOUTH DAKOTA)	TC01-062

On June 13, 2001, Direct One, Inc. (Direct One) filed an application with the Public Utilities Commission (Commission) for a certificate of authority to operate as a telecommunications company within the state of South Dakota.

On January 25, 2002, Direct One requested that its application for a certificate of authority be withdrawn.

At its regularly scheduled February 5, 2002, meeting, the Commission considered this matter. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-3 and ARSD Chapter 20:10:24. The Commission found that Direct One's request to withdraw its request for a certificate of authority is reasonable and closed the docket. It is therefore

ORDERED, that Direct One shall be permitted to withdraw its request for a certificate of authority, and it is further

ORDERED, that this docket is closed.

Dated at Pierre, South Dakota, this 8th day of February, 2002.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Melaine Kalbs</u>
Date: <u>2/11/02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner