

TC02-034

KC/M7

In the Matter of \_\_\_\_\_  
IN THE MATTER OF THE  
APPLICATION OF NATIONAL  
DIRECTORY ASSISTANCE, LLC FOR A  
CERTIFICATE OF AUTHORITY TO  
PROVIDE INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES IN  
SOUTH DAKOTA \_\_\_\_\_

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/10/02	Filed and docketed;
4/11/02	Weekly filing;
6/7/02	Order granting COA;
6/7/02	Docket Closed.

# 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 effective June 10, 2002  
Docket No. TC02-034

*This is to certify that*

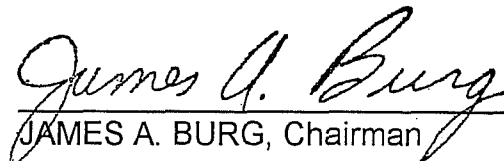
### **NATIONAL DIRECTORY ASSISTANCE, LLC**

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept 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.

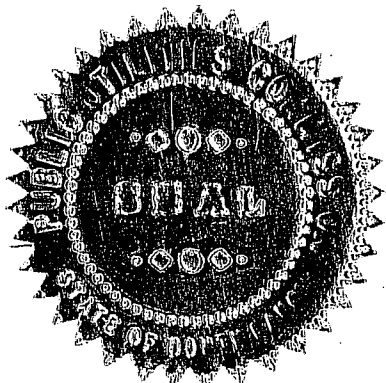
Dated at Pierre, South Dakota, this 7<sup>th</sup> day of June, 2002.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**

  
\_\_\_\_\_  
JAMES A. BURG, Chairman

  
\_\_\_\_\_  
PAM NELSON, Commissioner

  
\_\_\_\_\_  
ROBERT K. SAHR, Commissioner



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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>ORDER GRANTING</b>
<b>NATIONAL DIRECTORY ASSISTANCE, LLC )</b>	<b>CERTIFICATE OF</b>
<b>FOR A CERTIFICATE OF AUTHORITY TO )</b>	<b>AUTHORITY</b>
<b>PROVIDE INTEREXCHANGE )</b>	
<b>TELECOMMUNICATIONS SERVICES IN )</b>	<b>TC02-034</b>
<b>SOUTH DAKOTA )</b>	

On April 10, 2002, 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 National Directory Assistance, LLC (NDA).

NDA proposes to offer inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business and residential customers. A proposed tariff was filed by NDA. The Commission has classified long distance service as fully competitive.

On April 11, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of April 26, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its May 30, 2002, meeting, the Commission considered NDA's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that NDA not offer a prepaid calling card or require or accept 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 NDA has met the legal requirements established for the granting of a certificate of authority. NDA 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 NDA's application for a certificate of authority, subject to the condition that NDA not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

**ORDERED**, that NDA's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective June 10, 2002, subject to the condition that NDA not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 7<sup>th</sup> day of June, 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 first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Helaine Kalbo

Date: 6/11/02

(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

**South Dakota Public Utilities Commission**

**WEEKLY FILINGS**

**For the Period of April 4, 2002 through April 10, 2002**

**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 report. Phone: 605-773-3705 Fax: 605-773-3809**

**ELECTRIC**

**EL02-005 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Oldham.**

On April 8, 2002, Otter Tail Power Company filed a Contract with Deviations for approval. The proposed Contract is with the City of Oldham and is effective May 15, 2002. The old contract expires May 15, 2002.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 04/08/02  
Intervention Deadline: 04/16/02

**NATURAL GAS**

**NG02-002 In the Matter of the Filing by Peoples Natural Gas Company for Approval of a Tariff Revision Reflecting a Name Change.**

Application by Aquila, Inc. d/b/a Aquila Networks, formerly known as Peoples Natural Gas Company for approval of tariff revision reflecting change of name.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 04/04/02  
Intervention Deadline: 04/16/02

**TELECOMMUNICATIONS**

**TC02-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Brookings Municipal Utilities d/b/a Swiftel Communications.**

On April 5, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) and Qwest Corporation (Qwest). According to the parties, the original Agreement was approved by the Commission on February 18, 1999, in

Docket TC98-204. According to the parties, the Amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket No. 99-68 regarding intercarrier compensation for Internet service provider (ISP) bound traffic. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than April 25, 2002. 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: Karen Cremer  
Date Docketed: 04/05/02  
Initial Comments Due: 04/25/02

**TC02-034 In the Matter of the Application of National Directory Assistance, LLC  
for a Certificate of Authority to Provide Interexchange  
Telecommunications Services in South Dakota.**

National Directory Assistance, LLC filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. National Directory Assistance intends to provide resold inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in South Dakota.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 04/10/02  
Intervention Deadline: 04/26/02

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

RECEIVED

APR 10 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

April 4, 2002

Mr. Debra Elofson  
Executive Director  
South Dakota Public Utilities Commission  
State Capitol  
500 East Capital Avenue  
Pierre, South Dakota 57501-5070

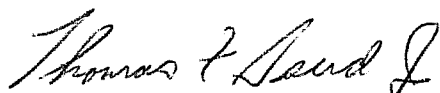
Re: Application Of National Directory Assistance, LLC For A Certificate of Authority To  
Provide Telecommunications Services in South Dakota.

Dear Ms. Elofson:

The above referenced Applicant hereby submits the enclosed Application for a Certificate of Authority to provide telecommunications services in South Dakota. An original and ten (10) copies are included for filing. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the envelope provided. Also enclosed is a check for \$250 to cover the filing fee.

Please direct any questions regarding this Application to Todd Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701. Your assistance in this matter is greatly appreciated.

Sincerely,



Thomas F. Speed Jr  
President

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

RECEIVED

APR 10 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF  
National Directory Assistance, LLC FOR A  
CERTIFICATE OF AUTHORITY TO PROVIDE  
TELECOMMUNICATIONS SERVICES IN THE  
STATE OF SOUTH DAKOTA PURSUANT TO  
COMMISSION RULE 20:10:24:02.

Docket No. \_\_\_\_\_

APPLICATION

COMES NOW National Directory Assistance, LLC (hereinafter "Applicant" or "NDA") and submits its Application seeking a certificate of authority to provide telecommunications services within the State of South Dakota. Applicant seeks statewide authority to offer inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in the State of South Dakota. Applicant does not and will not offer alternative operator services (AOS). The Applicant will not provide service to the transient market.

In furtherance thereof, Applicant respectfully submits the following as required by Telecommunications Services Rules 20:10:24:02.

- (1) The name, address, and telephone number of the applicant:

National Directory Assistance, LLC  
12700 Shelbyville Rd, Danville Building  
Louisville, KY 40243  
502-420-9899  
Federal ID Number - 61-1389086



(2) The name under which the applicant will provide these services if different than in subdivision (1) of this section: Applicant will provide service in South Dakota under the name National Directory Assistance, LLC.

(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: NDA was organized in the State of Delaware on March 27, 2001. A copy of the Applicant's certificate of authority is attached at Exhibit A.

(b) The location of its principal office, if any, in this state and the name and address of its current registered agent: NDA does not maintain an office in South Dakota. The Applicant's registered agent in south Dakota is National Registered Agents, Inc., 310 South First Street, Sioux Falls, SD 57102.

(c) The names and addresses of any corporation, association, partnership, cooperative, or individual holding a twenty (20) percent or greater ownership management interest in the application corporation and the amount and character the ownership of management interest: See Exhibit B.

(d) The names and addresses of subsidiaries owned or controlled by the applicant: The Applicant does not own or control subsidiaries.

(4) If the applicant is a partnership, the name, title, and business address of each partner, both general and limited: N/A Applicant is a corporation.

(5) A specific description of the telecommunications services the applicant intends to offer: The Applicant will offer outbound telecommunications services. A detailed service description is provided in the proposed tariff attached at Exhibit I.

(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 use of the equipment: NDA is a non-facilities-based reseller of telecommunication services provided by MCI. Customers may use switched or dedicated access. Representative access diagrams are shown at Exhibit D.

(7) The geographic areas in which the services will be offered, including a map describing the service area: Service will be offered throughout the State of South Dakota. See Exhibit E.

(8) Current financial 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:

- \* Current balance sheet is attached at Exhibit F.
- \* Current income statement is attached at Exhibit G.
- \* Applicant's annual report and report to stockholders are shown as Exhibit H.
- \* The Applicant's proposed tariff is attached at Exhibit I.

(9) The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters: Questions regarding this Application should be directed to Todd H. Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475, who can be reached at (205) 330-1701. Questions regarding the on-going operations of the Company (complaints and regulatory matters) should be directed to Thomas F. Speed Jr, President, 12700 Shelbyville Road, Danville Building, Louisville KY 40243. A description of how the Applicant handles customer billings and complaints may be found in the Tariff at Exhibit I sections 2.9 and 2.10.

(10) A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reason for the denial. The Applicant is registered or certified to do business in the state of Indiana, Iowa, Montana, North Carolina, Texas, and Wisconsin. The Applicant has not been denied registration or certification in any state. NDA is in good standing in all states where it is registered or certified and has not had any complaints filed with any regulatory agency.

(11) A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in multilevel marketing, and copies of any company brochures used to assist in the sale of services. The company's services are offered in conjunction with ILEC directory assistance service. Once the caller is provided the desired telephone number, the caller is offered call completion. Prior to the completion of the long distance call, an announcement, which includes the Company's name and the per minute charge, will be played. If the Customer hangs up prior to the call being answered, no charge will be assessed. The Company does not have a consumer sales brochure. NDA does not engage in multilevel marketing.

(12) Initially, the Applicant does not plan to offer noncompetitive services.

Applicant furnishes the following additional information in support of this Application.

(13) The Applicant possesses the necessary managerial capability to provide the proposed service.

Thomas S. Speed, Jr. is President of National Directory Assistance, LLC. Prior to joining National Directory Assistance, Mr. Speed was president and founder of Worldwide Express of Louisville & Cincinnati, a successful overnight express delivery company he sold in 2001. Mr. Speed joined Motivator, Inc., manufacturer of high-end exercise and physical therapy rehabilitation equipment, as Vice President sales. After becoming President in 1991, Mr. Speed grew the company to annual sales of 4.5 million dollars. Mr. Speed was Vice-President of investment group/Chief Operating Officer of Tela-Marketing Communications

of Nashville a long distance reseller he built from inception to \$6.5 million in annual sales while growing profit levels. When the company was sold to a public company, Mr. Speed was made President of the Division and grew sales to 15 million per year within two years. Mr. Speed earned a B. S. Business from Eastern Kentucky University.

Stephen J. Ferry is Vice president of National Directory Assistance, LLC. Prior to joining National Directory Assistance, Mr. Ferry was with US Connect where he developed, marketed and implemented a turn key wholesale directory assistance service product for independent local exchange carriers. Mr. Ferry was with GTE-Louisville, KY for more than five years where is was a leader in marketing and sales of data products. Mr. Ferry earned a BA in Public Relations from Western Kentucky University.

(14) The Applicant posses the necessary technical capability to provide the proposed service. Because NDA is a non-facilities-based carrier, only the facilities of MCI are to be used. Therefore, the technical ability of MCI to provide service is more germane than the technical ability of NDA. That ability has already been demonstrated by MCI's prior operations in this state.

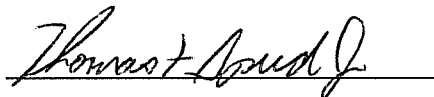
(16) The proposed tariff does not offer prepaid calling cards, does not require deposits (Section 2.8), and charges are billed in arrears. Applicant affirms that we will not collect deposits, offer prepaid calling cards and will bill recurring charges in arrears until NDA has demonstrated adequate financial capability or posted a \$25,000 bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries.

(17) That the public interest will be served by the granting of this Application. NDA submits that the grant of this Application would serve the public convenience and necessity. First, it builds on the longstanding principles of resale services in general. That is, resale of telecommunications services expands the availability of telecommunications services to more members of the public at more competitive prices. Our service offers a convenience to customers. By using our call completion service, the customer does not have to remember or transcribe a number and dial it. We can complete the call from the directory listing.

WHEREFORE, Applicant prays that the Commission issue to National Directory Assistance, LLC authority to transact the business of a reseller of interexchange telecommunications service in the State of South Dakota as set forth above.

Dated at Louisville, Kentucky this 9<sup>th</sup> day of April, 2002.

National Directory Assistance, LLC



Thomas F. Speed Jr

President

**EXHIBITS**

	Exhibit
South Dakota Certificate of Authority . . . . .	A
20 Percent Ownership Management Interest . . . . .	B
Management Agreements . . . . .	C
Access Diagrams . . . . .	D
Service Area . . . . .	E
Current Balance Sheet . . . . .	F
Current Income Statement . . . . .	G
Annual Report and Report to Stockholders . . . . .	H
Tariff . . . . .	I

**EXHIBIT A**

**SOUTH DAKOTA CERTIFICATE OF AUTHORITY**

**PREPARED FOR**

**SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**



# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

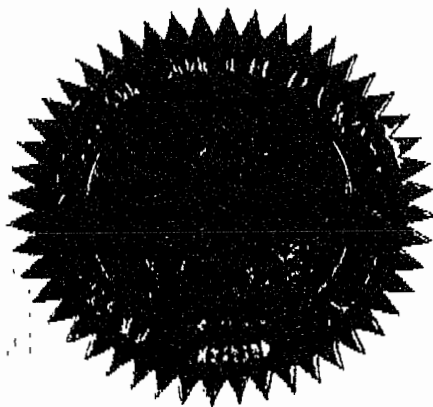
### Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL001245

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **NATIONAL DIRECTORY ASSISTANCE, LLC (DE)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, 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 for certificate of authority.

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 April 1, 2002.



Joyce Hazeltine  
Secretary of State

## EXHIBIT B

### 20 PERCENT OWNERSHIP MANAGEMENT INTEREST

National Directory Assistance, LLC		
Name / Title	Address	Shares
David Garner Director	11405 Bluegrass Parkway Louisville, KY 40299	37.3%
Thomas F. Speed Jr President, Director	16221 Plum Creek Trail Louisville KY 40299	31.0%
Stephen Ferry, Vice President	3602 Kelly Way Louisville KY 40220	10.0%
Paul Markwell Director	10702 Taylor Farm Court Prospect KY 40059	5.0%
Jeffery Wheeler	2270 Ridgecrest Drive Lanesville IN 47136	3.0%
Douglas Vetter	2020 Fairway Vista Drive Louisville KY 40245	2.6%
Innocate LLC	2344 Kimberly #1000 Carlsbad, CA 92008	1.9%
Expi Inc	2021 Fairway Vista Drive Louisville, KY 40245	1.9%
DC Ventures	8208 Westover Drive Prospect KY 40059	1.5%
Dan Rechter Director	805 Rugby Place Louisville, KY 40222	1.5%

PREPARED FOR

**SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**

**CERTIFICATE OF FORMATION  
OF  
NATIONAL DIRECTORY ASSISTANCE, LLC**

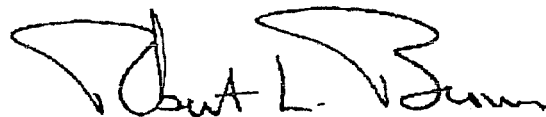
This Certificate of Formation is being executed to form a limited liability company under the Delaware Limited Liability Company Act.

1. **NAME.** The name of the limited liability company is National Directory Assistance, LLC.
2. **REGISTERED OFFICE; REGISTERED AGENT.** The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name and address of the registered agent of the limited liability company is:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

3. **MANAGEMENT.** The limited liability company is to be managed by its manager(s).

**IN WITNESS WHEREOF**, the undersigned has duly executed this Certificate of Formation this 27th day of March, 2001.



Robert L. Brown, Authorized Person

**EXHIBIT C**

**MANAGEMENT AGREEMENTS**

National Directory Assistance, LLC does not have any management agreements.

**PREPARED FOR**

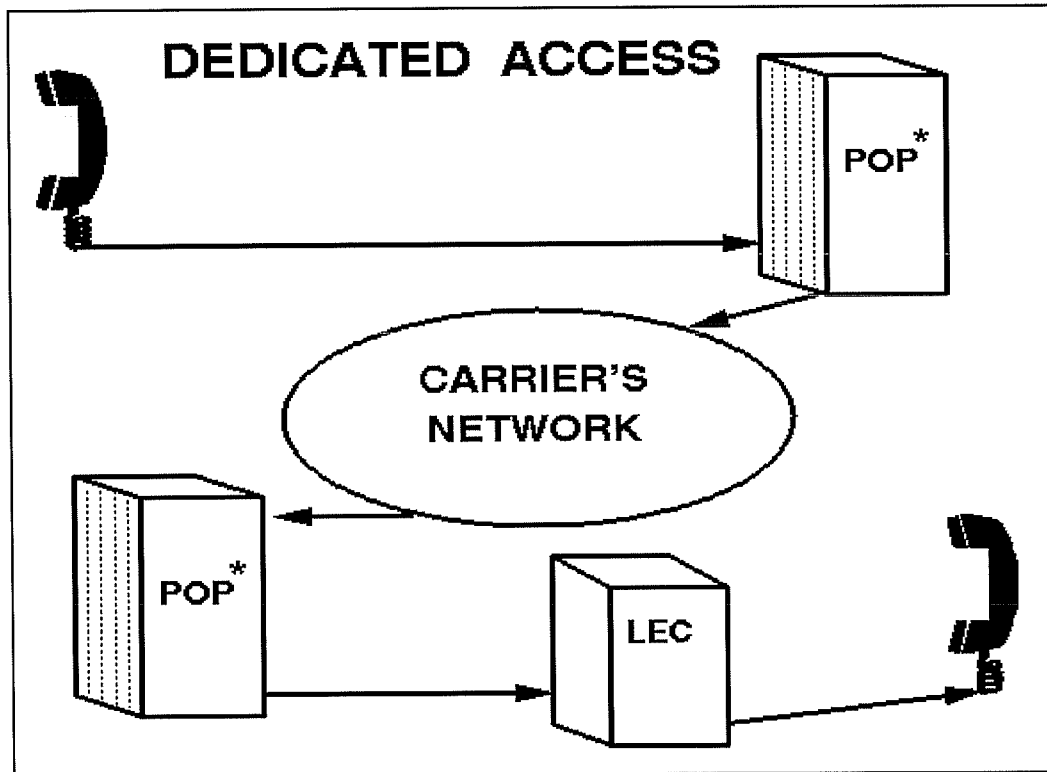
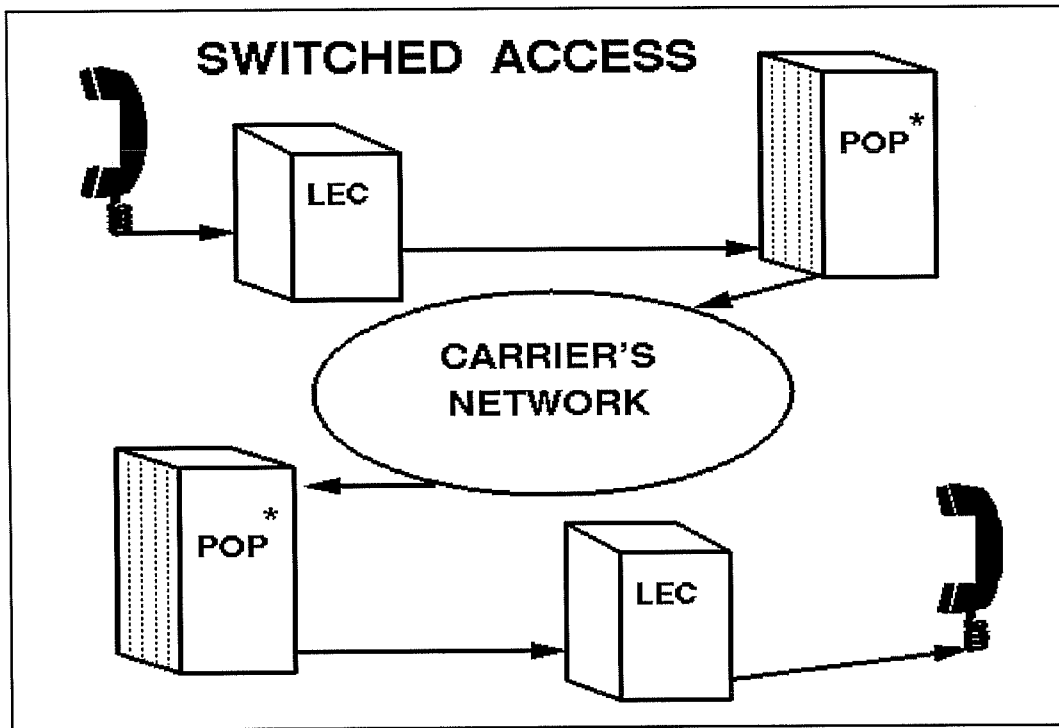
**SOUTH DAKOTA**

**PUBLIC UTILITIES COMMISSION**

**EXHIBIT D**  
**ACCESS DIAGRAMS**

**PREPARED FOR**  
**SOUTH DAKOTA**  
**PUBLIC UTILITIES COMMISSION**

# REPRESENTATIVE ACCESS DIAGRAMS

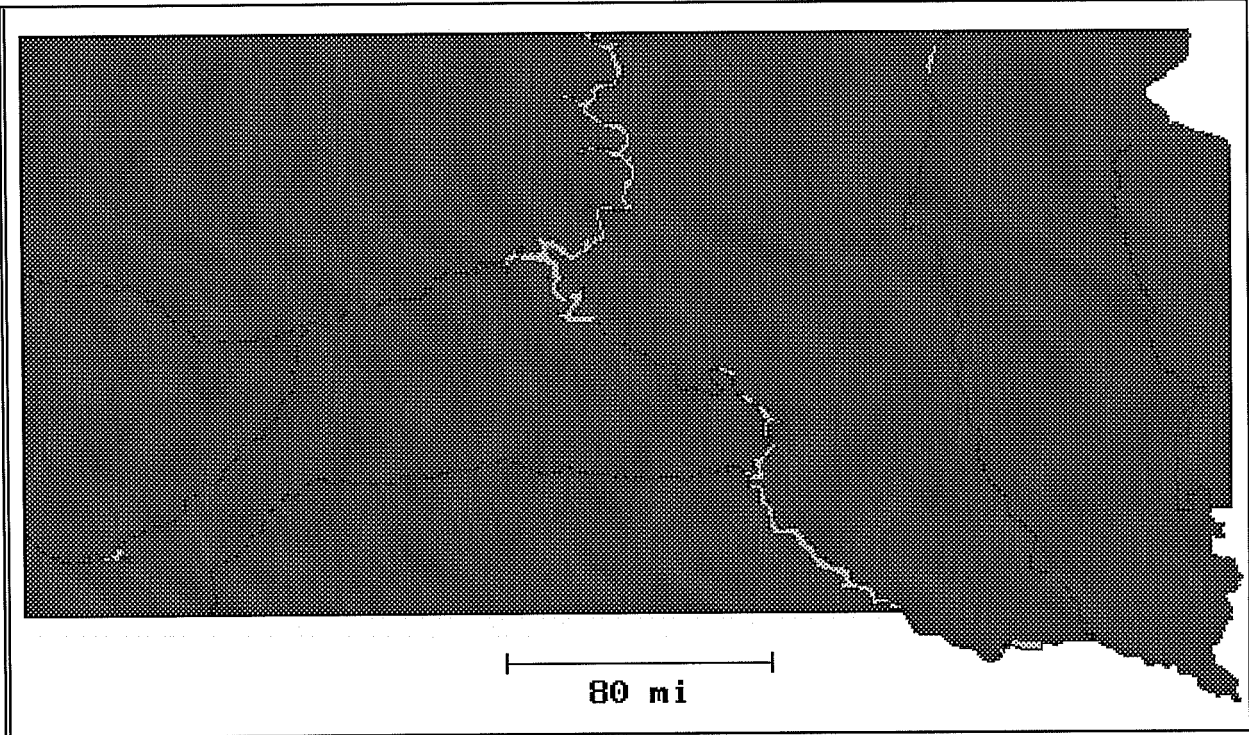


\* POP - CARRIER'S POINT-OF-PRESENCE

**EXHIBIT E**  
**SERVICE AREA**

**PREPARED FOR**  
**SOUTH DAKOTA**  
**PUBLIC UTILITIES COMMISSION**

**SERVICE AREA**





**EXHIBIT F**  
**CURRENT BALANCE SHEET**

**PREPARED FOR**  
**SOUTH DAKOTA**  
**PUBLIC UTILITIES COMMISSION**

**National Directory Assistance LLC**  
**Balance Sheet**  
As of February 28, 2002

	Feb 28, 02
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Firststar Bank - Checking	45,626.19
<b>Total Checking/Savings</b>	45,626.19
<b>Other Current Assets</b>	
<b>Member Receivables</b>	
Garner Receivable	100,000.00
Speed Receivable	150,000.00
<b>Total Member Receivables</b>	250,000.00
Office Space Deposit	1,200.00
Telephone Deposit	150.00
<b>Total Other Current Assets</b>	251,350.00
<b>Total Current Assets</b>	296,976.19
<b>Fixed Assets</b>	
<b>Fixed Assets</b>	
Asset purchase	55,000.00
Automobiles	24,257.62
Computer Hardware	2,147.78
Furniture & Fixtures	4,078.04
<b>Total Fixed Assets</b>	85,483.44
<b>Total Fixed Assets</b>	85,483.44
<b>Other Assets</b>	
Long term Member Receivable	
Ferry Receivable	80,645.00
Wheeler Receivable	24,194.00
<b>Total Long term Member Receivable</b>	104,839.00
<b>Total Other Assets</b>	104,839.00
<b>TOTAL ASSETS</b>	<b>487,298.63</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	10,883.78
<b>Total Accounts Payable</b>	10,883.78
<b>Total Current Liabilities</b>	10,883.78
<b>Long Term Liabilities</b>	
Automobile Loans	19,112.62
<b>Total Long Term Liabilities</b>	19,112.62
<b>Total Liabilities</b>	29,996.40

5:01 PM  
04/08/02  
Accrual Basis

**National Directory Assistance LLC**  
**Balance Sheet**  
As of February 28, 2002

	<u>Feb 28, 02</u>
<b>Equity</b>	
<b>Paid in Capital</b>	
Allison Capital Account	10.19
DC Ventures Capital Account	15.47
Expi Corp Capital Account	19.33
G & J Markwell Capital Account	3.09
Garner Capital Account	250,061.95
Innocate Capital Account	18.64
Markwell Capital Acct	50.00
McCall Capital Account	7.73
Norbert Ferry Capital Account	1.58
Rechter Capital Account	15.47
Richard Brown Capital Account	8.51
Rose Capital Account	1.58
SMT Marketing Capital Account	9.28
Speed Capital Account	250,000.00
Stephen Ferry Capital Account	80,645.00
Vetter Capital Account	26.53
Weil Capital Account	0.65
Wheeler Capital Account	24,194.00
<b>Total Paid in Capital</b>	<u>605,089.00</u>
<b>Retained Earnings</b>	-49,630.53
<b>Net Income</b>	-98,156.24
<b>Total Equity</b>	<u>457,302.23</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>487,298.63</u></u>

**EXHIBIT G**  
**CURRENT INCOME STATEMENT**

**PREPARED FOR**  
**SOUTH DAKOTA**  
**PUBLIC UTILITIES COMMISSION**

**National Directory Assistance LLC**  
**Profit & Loss**  
 January through February 2002

	<u>Jan - Feb 02</u>
Ordinary Income/Expense	
Cost of Goods Sold	
Cost of Goods	
800 Inbound	9.35
Germantown DS1	4,039.38
Total Cost of Goods	<u>4,048.73</u>
Total COGS	<u>4,048.73</u>
Gross Profit	-4,048.73
Expense	
Administration Services	239.26
Advertising Expense	5,535.00
Bank Service Charges	60.50
Communication	
G-town Test Line	149.62
Internet Connections	355.15
Office Telephone	331.52
Wireless	253.29
Total Communication	<u>1,089.58</u>
Dues and Subscriptions	31.80
Insurance	
Automobile	274.00
Work Comp	62.28
Total Insurance	<u>336.28</u>
Interest Expense	-145.00
Legal	
Acquistion Legal Expense	10,785.24
Certification & License	800.00
Total Legal	<u>11,585.24</u>
Licenses and Registrations	12,805.50
Miscellaneous	2,660.38
Office Supplies	187.14
Payroll Expenses	
Employer Tax Expense	4,239.73
Information Systems Salaries	14,007.68
Officer Salaries	14,007.68
Sales Salaries	16,342.32
Total Payroll Expenses	<u>48,597.41</u>
Postage and Delivery	160.60
Printing and Reproduction	5,832.56
Rent	2,437.20
Taxes	
State	
Foreign State Tax	100.00
Total State	<u>100.00</u>
Total Taxes	100.00

4:59 PM

04/08/02

Accrual Basis

# National Directory Assistance LLC

## Profit & Loss

January through February 2002

	<u>Jan - Feb 02</u>
<b>Travel &amp; Ent</b>	
Conference Registrations	90.00
Lodging / Hotel	590.33
Meals	348.23
Travel / Mileage	1,565.50
<b>Total Travel &amp; Ent</b>	<u>2,594.06</u>
<b>Total Expense</b>	<u>94,107.51</u>
<b>Net Ordinary Income</b>	<u>-98,156.24</u>
<b>Net Income</b>	<u><u>-98,156.24</u></u>

**EXHIBIT H**

**ANNUAL REPORT AND REPORT TO  
STOCKHOLDERS**

National Directory Assistance, LLC does not prepare an Annual Report  
or Report to Stockholders.

**PREPARED FOR**

**SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**

**EXHIBIT I**

**TARIFF**

**PREPARED FOR**

**SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**



National Directory Assistance, LLC  
Thomas F. Speed Jr  
12700 Shelbyville Rd, Danville Building  
Louisville, Kentucky 40243

South Dakota P.U.C. Tariff No.1  
Original Page No. 1

Issued: April 5, 2002  
Effective:

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NATIONAL DIRECTORY ASSISTANCE, LLC

REGULATIONS AND SCHEDULE OF CHARGES FOR

RESALE OF COMPETITIVE INTEREXCHANGE

TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH DAKOTA

National Directory Assistance, LLC  
Thomas F. Speed Jr  
12700 Shelbyville Rd, Danville Building  
Louisville, Kentucky 40243

South Dakota P.U.C. Tariff No.1  
Original Page No. 2

Issued: April 5, 2002  
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**CHECK PAGE**

All of the pages of this Tariff are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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National Directory Assistance, LLC  
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South Dakota P.U.C. Tariff No.1  
Original Page No. 3

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**CHECK PAGE (continued)**

PAGE	REVISION
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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

## TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
  
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
  
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 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 Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

National Directory Assistance, LLC  
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12700 Shelbyville Rd, Danville Building  
Louisville, Kentucky 40243

South Dakota P.U.C. Tariff No.1  
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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Authorized User:** A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

**Company:** Company refers to National Directory Assistance, LLC

**Commission:** Commission refers to the South Dakota Public Utilities Commission or any succeeding agency.

**Customer:** The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for Designated Underlying Carrier.

**End User:** End User is the person or legal entity which uses the service provided by the Company.

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**InterLATA:** Any call or transmission that originates in one LATA and terminates in a different LATA.

**IntraLATA:** Any call or transmission that originates in one LATA and terminates within the same LATA.

**LATA:** Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

**LEC:** LEC stands for Local Exchange Carrier.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**State:** "State" refers to the State of South Dakota.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

**U.S.F.:** U.S.F. stands for Universal Service Fund.



SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate InterLATA and intrastate IntraLATA resale telecommunications services provided by National Directory Assistance, LLC for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) of the underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations On Service

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.3 Pursuant to §20:10:09:03 of the Administrative Rules of South Dakota, the conditions under which the Company may refuse Service without liability include, but are not limited to:

- (A) An Applicant is indebted to the Company for past bills incurred and refuses to liquidate the debt; or
- (B) An Applicant refuses to pay a reasonable deposit, advance payment, or installation charge; or
- (C) An Applicant, although not personally liable to the Company, is attempting to return Service to an indebted household and no attempts are forthcoming to liquidate the debt of that household; or
- (D) An applicant is unwilling to provide correct information about any of the following:
  - .1 Past telecommunications service;
  - .2 Previous employment; or
  - .3 Previous address
- (E) An Applicant is in violation of governmental or Company rules concerning evasion of payment, use of Service for unlawful purposes, annoyance of other patrons, or interference with or destruction of facilities.
- (F) An Applicant refuses to pay undisputed telecommunication charges owed to the Company for interstate services.
- (G) An Application fails to provide reasonable and legal means of identification.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.4 Without incurring liability, the Company may disconnect Service pursuant to §20:10:10:03, §20:10:10:04, §20:10:10:05, §20:10:10:06 of the Administrative Rules of South Dakota.
- 2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.
- 2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:
- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
  - (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
  - (C) Any calls placed by means of illegal equipment, service, or device.
- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.

2.2.9 The Company reserves the right to change DUCs at any time.

2.2.10 The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.

2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability

The Company's liability will be determined in accordance with SDCL 49-13-1, 39-12-1.1, and any other applicable law and to that expressly assumed in Paragraphs 2.3.1 through 2.3.8 of this Tariff and that arises in connection with the provision of service to Customer.

#### 2.3.1 The Company will not be liable for:

- (A) Damages caused by the fault or negligence or misconduct of the Customer.
- (B) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (C) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of toll free service, this also applies to third parties who dial the Customer's toll free number by mistake.
- (D) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

#### 2.3.2 Interruptions, delays, errors, or defects caused directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.3 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide all or any portion of the Company's service.
- 2.3.4 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.5 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:
- (A) Unavoidable interruption in the working of transmission facilities; or
  - (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
  - (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
  - (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
  - (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.
- 2.3.8 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service

- 2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.



## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers or End Users.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 The Customer is responsible for the payment of charges for calls originated at the Customer's telephone numbers.

## SECTION 2 - RULES AND REGULATIONS

### 2.6 Application For Service

An application for Service is not required. Customers are given the opportunity to use the Service after receiving a look up from Directory Assistance. Prior to the completion of the long distance call, an announcement, which includes the Company's name and the per minute charge, will be played. If the Customer hangs up prior to the call being answered, no charge will be assessed.

### 2.7 Establishment of Credit

The Customer is not required to establish credit.

### 2.8 Customer Deposits

Customer deposits are not required for services in this tariff.

## SECTION 2 - RULES AND REGULATIONS

### 2.9 Payment For Services

#### 2.9.1 LEC Billing

With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. Call detail is included with the bill. The rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued.

#### 2.9.2 Billing Disputes

Disputes with respect to charges must be received by the Company in writing within sixty (60) days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

#### 2.9.3 Collections

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

## SECTION 2 - RULES AND REGULATIONS

### 2.10 Customer Service

#### 2.10.1 General

Customer service may be contacted in writing at 12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243. Customers may contact customer service by dialing a toll-free number, 866 632-0411. The toll free number is listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, the Customer may reach a Company representative by leaving a message.

#### 2.10.2 Billing Inquiries

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation By Company

The Company may block service to the Customer upon five (5) days' written notice to the Customer for any condition listed in Paragraph 2.2 providing that the name and address of the Customer is known by the Company. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

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

### 2.12 Timing of Calls

Timing of 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 answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

## SECTION 2 - RULES AND REGULATIONS

### 2.13 Initial and Additional Period

Calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds.

### 2.14 Rounding

2.14.1 All calls are billed in the billing increments as set forth in Section 2.13 of this tariff. Calls that terminate between increments will be rounded to the next highest increment. For example, a call lasting 35 seconds will be rounded to 36 seconds.

2.14.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.43 and a Customer making a call with a computed charge of \$1.435 will be charged \$1.44.

## SECTION 2 - RULES AND REGULATIONS

### 2.15 Taxes

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, universal service fund assessments, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

### 2.16 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

### 2.17 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.



### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Outbound Services

##### 3.1.1 General

All Services are only available through participating Directory Assistance services.

##### 3.1.2 Non-Primary Interexchange Carrier Service

Non-Primary Interexchange Carrier Service is Inter-LATA and Intra-LATA toll service available to residential Customers and businesses, except hospitals, payphones, hotels and in-mate only facilities.

1. The Company will offer Non-Primary Interexchange Carrier Service only where technical capability exists to terminate the call.
2. When two directory listings are requested, Automated DACC is available for completing the call to the second listing.
3. Once the caller is provided the desired telephone number, the caller is offered call completion.
4. Prior to the completion of the long distance call, an announcement, which includes the Company's name and the per minute charge, will be played. If the Customer hangs up prior to the call being answered, no charge will be assessed.

National Directory Assistance, LLC  
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## SECTION 4 - RATES AND CHARGES

### 4.1 Outbound Services - Switched Access

#### 4.1.1 Non-Primary Interexchange Carrier Service

Calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds.

The rate is \$0.25 per minute.

1087

**NATIONAL DIRECTORY ASSISTANCE, LLC**

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LOUISVILLE, KY 40222  
PH. (502) 420-9899

FIRSTAR BANK, N.A.  
73-17-421

4/9/2002

PAY TO THE ORDER OF South Dakota Public Utilities Comm

\$ \*\*250.00

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

DOLLARS

South Dakota Public Utilities Comm  
Debra Elofson  
State Capitol  
500 East Capitol Ave.  
Pierre, SD 57501

*Thomas + Sandh*

MEMO

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**NATIONAL DIRECTORY ASSISTANCE, LLC**

South Dakota Public Utilities Comm

4/9/2002

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250.00

*TC02-034*

Firstar Bank - Checking

250.00

# Visiology, Inc.



Todd H. Lowe (205) 330-1701  
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To: Thomas F. Speed Jr  
From: Todd H. Lowe  
Date: April 4, 2002  
Subject: **RED FLAG - SOUTH DAKOTA**