

TC04-017

NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

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Monica Borne Haab
EllenAnn G. Sands
Bruce C. Betzer
Philip R. Adams, Jr.

RECEIVED

February 5, 2004

FEB 06 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Via Express Delivery

Executive Secretary
South Dakota Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501-5070

RE: Airespring, Inc.

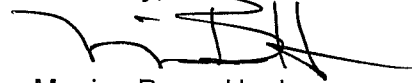
Dear Sir:

Enclosed herewith for filing please find an original and ten (10) copies of the Application of Airespring, Inc. for authority to provide interexchange telecommunications services in South Dakota. The requisite \$250.00 filing fee is enclosed.

Please date stamp and return the attached copy of this letter as acknowledgment of your receipt of these documents. A self-addressed, stamped envelope has been provided for this purpose.

If you should have any questions regarding this filing, please do not hesitate to call.

Sincerely,



Monica Borne Haab

Enclosure

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

FEB 06 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
AIRESPRING, Inc. FOR A CERTIFICATE OF)
AUTHORITY TO PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES)
IN SOUTH DAKOTA)

Docket No. _____

APPLICATION

Airespring, Inc. ("Airespring" or "Applicant") hereby submits this application for certificate of authority to provide interexchange intrastate telecommunications service within the State of South Dakota on a resale basis. In support of its application, Applicant provides the following information:

§20:10:24:02. Certificate of authority for interexchange service.

1. The Applicant is a corporation whose legal name, principal address, telephone number, facsimile number, website and E-Mail address are as follows:

Airespring, Inc.
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411-2512
Phone: (818) 786-8990
Fax: (818) 786-9225
Toll Free: 888-389-2899
Website: airespring.com
E-Mail: avi@airespring.com

2. The Applicant will provide interexchange services under its legal name Airespring, Inc.

3. (a) The Applicant is a Delaware corporation established on May 24, 2001. The Certificate of Authority from the South Dakota Secretary of State is attached as Exhibits A.

(b) The Company will not have any offices in South Dakota. The Company's registered agent in South Dakota is:

National Registered Agents, Inc.
220 North Fourth Street
Bismark, SD 58501

(c) The name and address of each individual owning a 20% or greater ownership interest in Airespring, Inc. is as follows:

Avi Lonstein (40.69%)
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411

Tony Lonstein (31.65%)
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411

4. The Applicant is not a partnership.

5. The Applicant intends to provide resold interexchange long distance services to residential and business customers.

6. The Company will provide its interexchange services on a resale basis utilizing the underlying facilities of Qwest and/or Global Crossing.

7. The Applicant will offer interexchange services on a statewide basis in South Dakota.
8. Current Financial statements for the Applicant, including balance sheet and income statements, are attached as Exhibit B. As a privately held company, the Applicant does not have annual reports or reports to stockholders.

A copy of the Applicant's tariff containing the terms and conditions of service is attached as Exhibit C.
9. The name, address, telephone number, fax number, e-mail address, and toll free number of the Applicant's representative to whom all inquiries must be made regarding complaints and regulatory matters:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512
Phone: (818) 786-8990
Fax: (818) 786-9225
E-Mail: avi@airespring.com

The Applicant's customer billing will be handled by the Company.

The Applicant's customer service matters are handled in-house by its Customer Service representatives. Each customer service representative is trained and authorized to resolve customer service issues.

10. The Applicant is currently authorized to provide interexchange service in Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Utah, Washington, and Wisconsin. Applicant is pending certification in West Virginia, and intends to eventually operate on a nationwide basis. The Applicant has not been denied authority to operate in any state. The company is in good standing with the regulatory agencies of all states where it is registered/certified.
11. The Applicant will market its services to residential and business customers by using print advertising. The Applicant does not engage in multilevel marketing. The Applicant currently has no sample brochures used to assist in the sale of services.
12. The Applicant's emerging competitive long distance services will be offered at rates which are above the Applicant's costs to the underlying carrier. No more specific cost support is available for the Company's tariffed rates.
13. The Applicant's federal tax identification number is 95-4862910.
14. No complaints have been made against the Applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider or for charging of customers for services that have not been ordered.

15. The Applicant asserts that it will not collect any advance payments or deposits from customers, and no such payments are provided for in its tariff. Therefore, no performance bond as required under Section 20:10:24:04.05 has been provided. Should the Applicant offer any prepaid type services in the future, it agrees to submit a performance bond to the Commission for this purpose.

16. Other information:

The Applicant's representative to whom all correspondence regarding this application should be addressed is:

Monica Borne Haab, Attorney
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Phone: (504) 832-1984
Fax: (504) 831-0892
E-Mail: mhaab@nbglaw.com

Additional information will be provided to Staff, upon request.

WHEREFORE, Airespring, Inc. respectfully requests that the Commission Grant Applicant a Certificate of Public Convenience and Necessity, giving Applicant authority to provide resold interexchange public telecommunications service, effective upon approval of this Application.

Respectfully submitted this 4th day of February 2004.

By: 
Monica Borne Haab, Attorney
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Phone: (504) 832-1984
E-Mail: mhaab@nbglaw.com

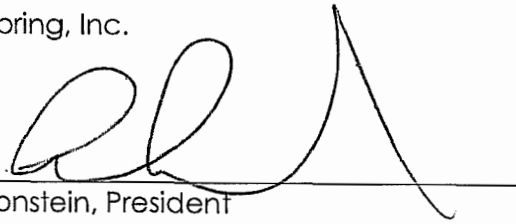
Verification of Application

I, Avi Lonstein, President of Airespring, Inc., Applicant in the foregoing application, do hereby attest that I have reviewed the information contained in the application and Exhibits and all information is true and correct to the best of my knowledge and belief.

Dated this 4th day of February 2004.

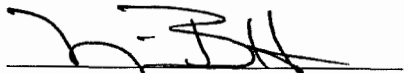
Airespring, Inc.

By:



Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

Sworn to and subscribed before
me this 4th day of February
2004.



Notary Public

MONICA BORNE HAAB
Notary Public, State of Louisiana
My Commission is for Life.

EXHIBIT A

CERTIFICATE OF AUTHORITY

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

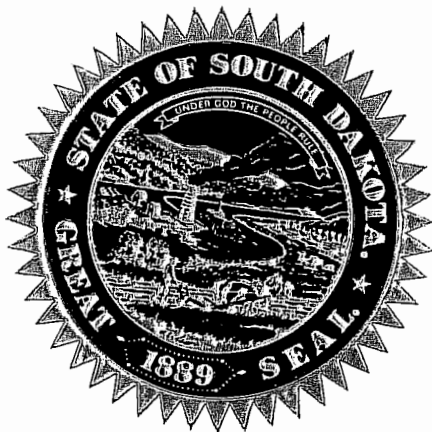
Certificate of Authority

ORGANIZATIONAL ID #: FB028161

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this January 26, 2004.



Chris Nelson

Chris Nelson
Secretary of State



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

FILE NO. _____

RECEIPT NO. _____

Application for Certificate of Authority

RECEIVED

JAN 26 04

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

S.D. SEC. OF STATE

(1) The name of the corporation is Airespring, Inc.
 (exact corporate name)

Filed this
John J. [Signature]
Jan 26 2004
 SECRETARY OF STATE

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is _____

(3) State where incorporated Delaware Federal Taxpayer ID# _____

(4) The date of its incorporation is 05/24/2001 and the period of its duration, which may be perpetual, is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is
9 E. Lookerman Street, Suite 1B, Dover, DE Zip Code 19901

mailing address if different from above is: 6060 Sepulveda Blvd., Suite 220
Van Nuys, CA Zip Code 91411

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is
300 South Phillips Avenue, Suite 300, Sioux Falls, SD Zip Code 57104-6322

and the name of its proposed registered agent in the State of South Dakota at that address is National Registered Agents, Inc.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)
the sale of telecommunications services and products

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

Name	Officer Title	Street Address	City	State	Zip
Avi Lonstein	Pres/CEO/Treas/Sec/Dir	6060 Sepulveda Blvd., #220, Van Nuys, CA	Van Nuys	CA	91411
Tony Lonstein	Executive VP/Directo	6060 Sepulveda Blvd., #220, Van Nuys, CA	Van Nuys	CA	91411
Danie Lonstein	CFO/V-P	6060 Sepulveda Blvd., #220, Van Nuys, CA	Van Nuys	CA	91411

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
24,000,000	common		0.0001
12,000,000	preferred		0.0001

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
13,269,232	common		0.0001

(11) The amount of its stated capital is \$ 1,326.92
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

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

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

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

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

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

Dated 1/14/2004

[Signature]
 (Signature)
 President CEO
 (Title)

STATE OF Louisiana
COUNTY OF Jefferson

I, Monica Haab, a notary public, do hereby certify that on this January day of 2004, personally appeared before me Avi Lonstein who, being by me first duly sworn, declared that he/she is the President of Airespring, Inc., that he/she signed the foregoing document as officer of the corporation, and the statements contained are true.

MONICA BORNE-HAAB
 Notary Public, State of Louisiana
 My Commission Expires My Commission is for Life.

[Signature]
 (Notary Public)

Notarial Seal

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

Consent of Appointment by the Registered Agent

I, National Registered Agents, Inc., hereby give my consent to serve as the registered agent for Airespring, Inc.

(name of registered agent)
(corporate name)

Dated 20

See attached
(signature of registered agent)

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

FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$100
Over \$25,000 and not exceeding	100,000		125
Over \$100,000 and not exceeding	500,000		200
Over \$500,000 and not exceeding	1,000,000		300
Over \$1,000,000 and not exceeding	1,500,000		400
Over \$1,500,000 and not exceeding	2,000,000		500
Over \$2,000,000 and not exceeding	2,500,000		600
Over \$2,500,000 and not exceeding	3,000,000		700
Over \$3,000,000 and not exceeding	3,500,000		800
Over \$3,500,000 and not exceeding	4,000,000		900
Over \$4,000,000 and not exceeding	4,500,000		1000
Over \$4,500,000 and not exceeding	5,000,000		1100

For each additional \$500,000, \$250 in addition to \$1100.

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

FILING INSTRUCTIONS:

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

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

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

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

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

EXHIBIT B

FINANCIAL STATEMENTS

Airespring Inc.
Balance Sheet
As of December 31, 2003

11:41 AM
01/27/2004
Accrual Basis
Dec 31 '03

ASSETS

Current Assets

Total Checking/Savings 369,570.04
Total Accounts Receivable 793,408.88
Total Other Current Assets 80,556.91

Total Current Assets 1,243,535.83

Total Fixed Assets 54,075.06

Total Other Assets 10,064.00

TOTAL ASSETS 1,307,674.89

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Total Accounts Payable 504,650.11

Other Current Liabilities

Total Telecom Taxes 264,136.16

Sales Tax Payable -16.83

Total Other Current Liabilities 296,762.02

Total Current Liabilities 801,412.13

Total Liabilities 801,412.13

Equity

Costs of Issuing Stock -7,176.00

Capital Stock

Stock Warrants & Options 45,617.74

Total Capital Stock 45,617.74

Founders Capital Contribution 1,080.00

Retained Earnings -928,214.65

Series A Preferred Investment 1,395,251.05

Escrow for Series B Investment 200,000.00

Net Income -200,295.38

Total Equity 506,262.76

TOTAL LIABILITIES & EQUITY 1,307,674.89

Airespring Inc.

Profit & Loss

January through December 2003

	<u>Jan - Dec 03</u>
Ordinary Income/Expense	
Income	
Total Long Distance Service Income	4,639,856.69
Total Services	29,195.13
Reimbursed Expenses	2,880.00
Uncategorized Income	1,010.93
Total Income	<u>4,672,942.75</u>
Cost of Goods Sold	
Total COGS - Providers	2,729,970.93
Commissions	561,632.64
Credit Card/EFT Processing Fees	63,039.49
Bad Debt Expense	136,372.82
Total COGS	<u>3,491,015.88</u>
Gross Profit	1,181,926.87
Expense	
Automobile Expense	57.48
Bank Service Charges	5,431.60
Billing Services	72,534.35
Credit Reports	54,355.40
Dues and Subscriptions	178.16
Internet Hosting Fees	7,659.20
Total Insurance	15,371.39
Total Interest Expense	1,726.84
Market Research	535.84
Total Payroll Expenses	904,718.38
Plant Services	780.00
Postage and Delivery	23,169.84
Trade Shows & Conventions	2,939.58
Total Printing, Promo, Advertising	32,366.13
Total Professional Fees	92,846.38
Recruiting	1,620.00
Total Rent	44,885.24
Total Repairs	2,783.33
Supplies	
Misc Computer HW & SW	1,669.18
Office Supplies	7,486.93
Misc Supplies - Furn, Equip	774.47
Supplies - Other	270.29
Total Supplies	<u>10,200.87</u>
Total Licenses and Permits	15,714.94
Total Taxes	4,706.88
Total Telephone	24,037.38
TPV Fees	5,483.75
Total Travel & Ent	14,078.47
Total Utilities	<u>662.49</u>

Total Expense	<u>1,338,843.92</u>
Net Ordinary Income	-156,917.05
Total Other Income	<u>1,781.82</u>
Total Other Expense	<u>45,160.15</u>
Net Other Income	-43,378.33
Net Income	<u><u>-200,295.38</u></u>

EXHIBIT C

TARIFF

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

AIREPRING, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Airespring, Inc. with principal offices at 6060 Sepulveda Blvd., Suite 220, Van Nuys, California 91411-2512. 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.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective pages. Original and revised sheets 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.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED:**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

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Section 1: Definitions and Abbreviations.....	06
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Section 4: Rates and Charges.....	22

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting in a Rate Increase
- N - New Regulation, Term, Condition or Rate
- R - Change Resulting in a Rate Reduction
- T - Change In Text or Regulation, but no Change in Rates

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the page. Sheets 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 Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Carrier - Airespring, Inc., unless stated otherwise.

Class of Service - Various categories of telephone service generally available to customers, such as business or residential.

Commission - South Dakota Public Utilities Commission.

Company - Airespring, Inc..

Completed Calls - Completed calls are calls answered on the distance end.

Customer or Subscriber - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

Direct Distance Dialing (DDD) - Customer dialing over the nationwide intertoll telephone network of calls to which toll charges are applicable. No operator assistance is required for DDD calls.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

1.1 Definitions (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Recurring amounts billed to customers for regulated services and/or equipment.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

Underlying Carrier - The telecommunications carrier whose network facilities provides the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

The Company undertakes to provide only those services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within the State. The Company's services are provided on a statewide basis and are not intended to be limited geographically.

Communications originate when the customer accesses network directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. The company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges stated in this tariff.

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

2.2 Limitations on Service

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.

2.2.4 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. In the event an assignment or transfer is allowed, all regulations and conditions contained in this tariff shall apply to the assignee or transferee.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days) unless otherwise noted in the service description.

2.4 Liability of Carrier

The provisions of this section are not intended to restrict or limit a customer's rights under SDCL 49-13-1 and 49-13-1.1. If any provisions of this section conflict with SDCL 49-13-1 or 49-13-1.1, then the applicable South Dakota law shall prevail.

2.4.1 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

2.4.2 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and

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TELECOMMUNICATIONS SERVICES TARIFF

2.4 Liability of Carrier

2.4.2 (continued)

- B. Claims for patent infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carriers facilities; and
- C. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

- 2.5.1. Carrier shall make all reasonable efforts to prevent interruptions of service. When interruptions are reported or found by Carrier to occur, Carrier shall reestablish service as quickly as possible.
- 2.5.2 When a customer's service access line is reported to be out of order and remains out of order in excess of two (2) consecutive hours, the company shall, upon request, make appropriate adjustments to the subscriber's account. This rule does not apply if the outage occurs as a result of:
 - (1) A negligent or willful act on the part of the subscriber;
 - (2) A malfunction of subscriber-owned telephone equipment;
 - (3) Disasters or acts of God; or
 - (4) The inability of the company to gain access to the subscriber's premises after Carrier has requested that customer provide access to the premises.
 - (5) Carrier's provision of routine maintenance, testing or adjustments.
- 2.5.3 The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Credit for an interruption shall commence with the hour of the report or discovery of the interruption and will cease upon restoration of service. Any adjustments not in dispute shall be rendered within two billing periods after the billing period during which the interruption occurred.
- 2.5.4. Customers shall notify Carrier of interruptions in service. Before giving notice of interruption, the customer should ascertain whether the trouble is being caused by any action or omission by or within his control or in any wiring or equipment connected to the Carrier's terminal.

ISSUED:**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

2.6 Responsibility of the Customer

2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

2.6.2 Maintenance, Testing, and Adjustment

If a customer's service must be interrupted due to maintenance, Carrier shall notify the affected customer, in advance, if possible and will perform the work in such a manner as to minimize inconvenience.

Equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition.

ISSUED:**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

2.6.3 Deposits and Advance Payments

The Company will not require a deposit or advance payment for service.

2.6.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but not such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

2.6.5 Payment of Charges

- A. Service is provided and billed on a monthly (30 day) basis. Charges based on actual usage during a month will be billed monthly in arrears.
- B. Bills are payable upon receipt of invoice. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month on delinquent amounts and will be responsible for any charges associated with disconnection and reconnection of service. A bill will be considered delinquent after thirty (30) days from rendition of the invoice.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff. If notice of a dispute as to charges is not received in writing within 180 days after a bill has been rendered, the billing will be considered correct and binding.
- D. Customer is responsible for payment of all state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which shall be listed as separate line items and which are not included in Carrier's quoted rates.
- E. Customers will be charged a fee on all checks issued to Carrier which are returned due to non-sufficient funds.

2.6.6 Application of Charges

The charges for service are those in effect for the period that service is furnished.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

2.6.7 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible.

Customer inquiries, complaints or notices may be made in writing to the Company at the address stated in this tariff or via the Customer Services toll free number: 1-866-890-4135.

Any unresolved disputes may be directed to the attention of the South Dakota Public Utilities Commission at:

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
(605) 773-3201 or
1-800-332-1782
1-800-877-1113 (TTY through Relay South Dakota)

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill. Service shall not be disconnected for nonpayment of the disputed portion of the bill.

2.7.1 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

2.7.2 Disconnection of Service by Carrier

- A. Five (5) days prior notice of pending disconnection shall be rendered to customers setting forth the reason(s) for the notice and the final date by which the account is to be settled or specific action taken. Such notice shall be forwarded to the customer via U.S. mail and will be considered rendered when delivered to the last known address of the responsible party.

- B. Transmission service will be refused or disconnected, after notice as set forth below, for any of the following reasons:
 - 1. Without notice in the event of a condition on the customer's premises determined by the Carrier to be hazardous.
 - 2. Without notice in the event of customer's use in a manner which may adversely affect the Carrier's equipment or service to others.
 - 3. Without notice in the event of tampering with equipment furnished and owned by the Carrier.
 - 4. Without notice in the event of unauthorized use.
 - 5. After five (5) days written notice, for violation of or noncompliance with the Carrier's rules on file with the Commission, the requirements of municipal ordinances or law pertaining to the services.
 - 6. After five (5) days written notice for failure of the customer to permit Carrier reasonable access to its equipment.
 - 7. Upon five (5) days prior written notice for nonpayment of any regulated sum due to Carrier.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

2.7.2 Disconnection of Service by Carrier (contd.)

8. After five (5) days written notice, for failure of the customer or prospective customer to furnish any service equipment, permits, certificates or rights of way specified by Carrier to be furnished as a condition for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon the customer as conditions of obtaining service.

2.7.3 Fractional Credits for Monthly Billed Services

Credits for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service was discontinued. The number of days remaining in the billing period is divided by thirty and the resultant fraction is then multiplied by the monthly charge to arrive at the credit amount.

ISSUED:

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.2 Service Period

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED:**EFFECTIVE:**

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TELECOMMUNICATIONS SERVICES TARIFF

3.4 Terminal Equipment

3.4.1 Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of Carrier's service.

3.4.2 When terminal equipment is used, the equipment shall not interfere with service furnished to other customers. Additional protective equipment, if needed, shall be employed at the customer's expense.

3.5 Calculation of Distance

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates generally used within the industry.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of Feature Group D (1+) calls attempted.

3.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to Commission approval prior to implementation.

ISSUED:**EFFECTIVE:**

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TELECOMMUNICATIONS SERVICES TARIFF

3.8 Services Offerings

The company will provide the following services:

3.8.1 Message Toll Service (MTS)

"1+" Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.8.2 Inbound Service (800/888)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received an 800/888 number does not subscribe to the Company's inbound service within 90 days, the Company reserves the right to make the assigned number available for use by another customer.

ISSUED:**EFFECTIVE:**

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TELECOMMUNICATIONS SERVICES TARIFF

3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Directory Assistance will be provided by the Carrier at the per call charge as set forth in Section 4 of this tariff.

3.8.5 Operator Services

The Company does not provide operator services. Operator assisted calls are defaulted to and billed directly by the underlying carrier.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are generally flat rated. However, if any usage charges are determined by the time of day rate periods and minutes of use within each rate period, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

ISSUED:

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

4.2 Switched Access Outbound and Inbound Rates

	<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR	\$0.2290 per minute	\$0.2750 per minute
Plan VR	\$0.2650 per minute	\$0.3100 per minute

Billed with an initial 18 second increment and in 6 second increments thereafter.

Customers using less than \$15.00 per month will incur a monthly recurring charge of \$2.99.

4.3 Dedicated Access Outbound and Inbound Rates1.) Dedicated Non-Blended (Routing Advantage):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.1310/min	\$0.1300/min
Plan VR	\$0.1480/min	\$0.1460/min

Billed in 6 second increments.

Customers are required to sign a one-year term contract.

Monthly Commitment of \$3,000.00 required.

ISSUED:**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd., Suite 220
Van Nuys, CA 91411-2512

TELECOMMUNICATIONS SERVICES TARIFF

4.4 Directory Assistance

Directory assistance will be provided at a charge of \$0.89 per call.

4.5 Late Payment Penalty

Customers will be charged 1.25% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.6 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$20.00 per check.

4.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to Commission approval prior to implementation.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.35 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

ISSUED:

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
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AIRESPRING, INC.
15350 SHERMAN WAY SUITE 492
VAN NUYS, CA 91406
PH.818-786-8990

CITY NATIONAL BANK
ENCINO BRANCH
16133 VENTURA BLVD. PH.818-905-4100
ENCINO, CA 91436
16-1606/1220 24

7162

1/30/2004

PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$ **250.00

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

South Dakota Public
Utilities Commission

MEMO Registration Fee



AUTHORIZED SIGNATURE

⑈007162⑈ ⑆122016066⑆ 024⑈931870⑈

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South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of February 5, 2004 through February 11, 2004

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: 605-773-3201

ELECTRIC

EL04-003 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between the City of Vermillion and Clay-Union Electric Corporation.

On February 9, 2004, Clay-Union Electric Corporation (Clay-Union) filed a request for approval to the South Dakota Public Utilities Commission for an amendment to an existing territory agreement between Clay-Union and the City of Vermillion (City). The City has inadvertently been servicing approximately 14 mobile homes which are located in Clay-Union's assigned service territory. In order to create a fair and equitable allocation of service territory the parties have entered into an amended agreement to reallocate portions of their respective service territories. Clay-Union shall transfer the territory the City is currently serving to the City. This territory is described as: The East 320.5 feet of Lot Y of Replat of Lot B-2 in the Southwest Quarter of the Northeast Quarter of Section 14, Township 92 North, Range 52 West of the 5th P.M., City of Vermillion, Clay County, South Dakota. In return, the City shall transfer to Clay-Union the following territory: Lot 3, Block 1, Deyonge Addition to the City of Vermillion, Clay County, South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/09/04
Intervention Deadline: 02/27/04

EL04-004 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Sisseton will expire on March 11, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Sisseton be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 02/10/04
Intervention Deadline: 02/26/04

TELECOMMUNICATIONS

TC04-017 In the Matter of the Application of Airespring, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On February 6, 2004, Airespring, Inc. filed an application for a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. Airespring, Inc. intends to provide resold interexchange long distance services, including MTS, 800/888 toll free service, travel card services, and directory assistance to residential and business customers throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/06/04
Intervention Deadline: 02/27/04

TC04-018 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Jefferson Telephone Company d/b/a Long Lines Ltd.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Jefferson Telephone Company d/b/a Long Lines Ltd. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 February 26, 2004. 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: 02/06/04
Initial Comments Due: 02/26/04

TC04-019 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Fort Randall Telephone Company and Mount Rushmore Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal

Interconnection, Transport and Termination Agreement between Fort Randall Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 February 26, 2004. 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: 02/06/04
Initial Comments Due: 02/26/04

TC04-020 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Midstate Communications, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Midstate Communications, Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 February 26, 2004. 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: 02/06/04
Initial Comments Due: 02/26/04

TC04-021 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Kennebec Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Kennebec Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks

for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 February 26, 2004. 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: 02/06/04
Initial Comments Due: 02/26/04

TC04-022 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Alliance Communications Cooperative, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Alliance Communications Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. 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 February 26, 2004. 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: 02/06/04
Initial Comments Due: 02/26/04

TC04-023 In the Matter of the Application of Comtech 21, LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On February 9, 2004, Comtech 21, LLC filed an application seeking a Certificate of Authority to provide local exchange telecommunications services in South Dakota. Comtech 21 is requesting authority to operate as a Competitive Local Exchange Carrier "throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural exemption pursuant to Section 251(f)(1) of the Federal Act. Comtech 21 does not seek to provide services to customers in those small or rural territories at this time. Comtech 21 intends to provide all forms of intrastate local exchange telecommunications services."

Staff Analyst: Harlan Best

Staff Attorney: Karen E. Cremer
Date Docketed: 02/09/04
Intervention Deadline: 02/27/04

**TC04-024 In the Matter of the Filing for Approval of an
Interconnection Agreement between Qwest Corporation and NPCR,
Inc. d/b/a Nextel Partners.**

On February 11, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners. According to the filing, the agreement amends Section (B)2.3.4 "Facilities Credit" provisions and Section (B)2.5 "Billing for Qwest -Originated Traffic provisions of the original agreement. The original Agreement was approved by the Commission on September 14, 2001, in Docket No. TC01-072. 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 March 2, 2004. 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: 02/11/04
Initial Comments Due: 03/02/04

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Philip R. Adams, Jr.

May 12, 2004

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MAY 18 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Executive Secretary
South Dakota Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501-5070

RE: Airespring, Inc. (Docket TC04-017)

Dear Sir:

In responses to Staff request for information dated March 4, 2004, Airespring, Inc. hereby provides evidence of the issuance of a sales tax license by the South Dakota Department of Revenue. No other information has been requested by Staff, and the Applicant respectfully asks that its application be approved expeditiously.

If you should have any questions regarding the enclosed document, please do not hesitate to contact me. Thank you.

Sincerely,



Monica Borne Haab

Enclosure
cc: Michele M. Farris, P.E., Utility Analyst
Karen Cremer, Staff Attorney
Cat Firstman, Airespring

RECEIVED

MAY 18 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

ISSUE DATE: 04/30/04
EXPIRATION DATE: NONE
LOCATION: 6060 SEPULVEDA BLVD STE 220
VAN NUYS CA 91411-2512

LICENSE: 73-001-954862910E-ST-001 Sales Tax

AIRESPRING INC
6060 SEPULVEDA BLVD STE 220
VAN NUYS CA 91411-2512

NON-TRANSFERABLE



Department of Revenue

This license entitles the business or person to whom it is issued to transact whatever business or activity is specified on this license until it expires or is cancelled.

Gary R. Viken
Secretary of Revenue

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
AIRESPRING, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC04-017

On February 6, 2004, 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 Airespring, Inc. (Airespring).

Airespring proposes to offer resold interexchange long distance services in South Dakota to residential and business customers. A proposed tariff was filed by Airespring. The Commission has classified long distance service as fully competitive.

On February 12, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of February 27, 2004, to interested individuals and entities. No petitions to intervene or comments were filed and at its May 24, 2004, meeting, the Commission considered Airespring's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Airespring not offer any prepaid services (including prepaid calling cards) and not accept or require any deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

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 Airespring has met the legal requirements established for the granting of a certificate of authority. Airespring has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02(8). The Commission approves Airespring's application for a certificate of authority, subject to the condition that Airespring not offer any prepaid services (including prepaid calling cards) and not accept or require any deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that Airespring's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, subject to the condition that Airespring not offer any prepaid services (including prepaid calling cards) and not accept or require any deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

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

Dated at Pierre, South Dakota, this 2nd day of June, 2004.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Melaine Kalbo</u>
Date: <u>6/3/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC04-017

This is to certify that

AIRESPRING, INC.

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer any prepaid services (including prepaid calling cards) and not accept or require any 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.

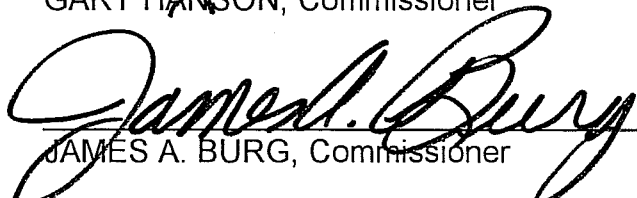
Dated at Pierre, South Dakota, this 2nd day of June, 2004.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




ROBERT K. SAHR, Chairman


GARY HANSON, Commissioner


JAMES A. BURG, Commissioner