

505 Sansome Street
Suite 900
San Francisco
California 94111

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP
Attorneys at Law

Telephone
415/392-7900
Facsimile
415/398-4321

Regina M. DeAngelis

February 2, 1999

RECEIVED
FEB 03 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA FEDERAL EXPRESS

Public Utilities Commission
State of South Dakota
Attention: Docket Office
500 E. Capitol Avenue
Pierre, South Dakota 57501

Re: Application and Request for Authority by TRI-M Communications,
inc. dba TMC Communications

Dear Sir or Madam:

Enclosed please find:

1. An original and 11 copies of the above-referenced document; and
2. A check in the amount of \$250.00 for the filing fee.

Please file-stamp the extra copy and return it in the self-addressed stamped envelope which has been provided. Should you have any questions with respect to this filing, please telephone me at (415) 392-7900.

Thank you.

Very truly yours,

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP

By

Regina M. DeAngelis

Enclosures

TC 99-013

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

FEB 03 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Application)
of TRI-M COMMUNICATIONS, INC.) Application No. _____
dba TMC COMMUNICATIONS)
for Authority to Operate as a)
Resale Carrier of Interexchange)
Telecommunications Services Within)
the State of South Dakota.)
_____)

APPLICATION AND REQUEST FOR AUTHORITY

TRI-M Communications, Inc. dba TMC Communications ("Applicant" or "TMC") hereby applies to the South Dakota Public Utilities Commission for a certificate of public convenience and necessity authorizing it to operate as a resale carrier of interexchange telecommunications services pursuant to South Dakota Codified Laws § 49-31-3 and Chapter 20:10:24 of the Commission's rules. In support of this Application, Applicant furnishes the following information and documents:

1. Name, Address, and Telephone Number

Applicant's legal name is TRI-M Communications, Inc. dba TMC Communications. Applicant's address is 125 E. De La Guerra, Santa Barbara, California 93101. Its telephone number is (805) 965-8620.

2. Operating Identity

Applicant will conduct business in South Dakota under the name TMC Communications.

3. Corporate Information

Applicant is a California corporation and was incorporated on May 30, 1997. A copy of Applicant's articles of incorporation is attached hereto as Exhibit A. A copy of its certificate of authority to transact business in South Dakota is attached hereto as Exhibit B.

4. Principal Office and Registered Agent

Applicant has no office in South Dakota. The name and address of its current registered agent are as follows:

Corporation Service Company
503 South Pierre Street
Pierre, South Dakota 57501

5. Shareholder Information

John D. Marsch
Bernadette L. Richardson
Denise D. Moritz
John M. Gibbons

The location of all shareholders is:
TRI-M Communications, Inc. dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, California 93101
Tel: (805) 965-8620 or (888) 965-8620

6. Subsidiaries

Applicant has no ownership or control over any subsidiaries.

7. Description of Proposed Services

TMC intends to provide intrastate long distance telecommunications service, including debit cards, over resold transmission facilities. The Applicant's target markets include residential and business customers. TMC will subscribe to high volume intra- and inter-LATA services of facilities-based carriers, including switched and special access

services, interconnection services, and interexchange services, and in turn, will retail communications services to its customers.

Applicant plans to provide telecommunication services from points of origin in South Dakota to destination points in South Dakota and other parts of the United States. Applicant will also provide South Dakota customers with service to foreign countries. The Applicant plans to resell a full line of inbound and outbound services, directory assistance, a travel card, and a debit card. TMC will not offer operator services. All services provided by TMC are intended for use by residential and business customers. Most calls will be billed in six second increments subject to a minimum connect time of six seconds, and all calls are rounded to the next highest six second increment. TMC will provide its services 24 hours a day, 7 days a week, to customers within South Dakota. TMC's customers may reach TMC's customer service department 24 hours a day by dialing toll-free (888) 965-8622. TMC will bill its business customers directly and use LEC billing for its residential customers.

8. Description of Means of Operation

Applicant will operate within South Dakota strictly on a resale basis and will not own or lease any facilities for the purpose of transmitting calls within the state. Applicant expects initially to obtain network services for resale in South Dakota from WorldCom, Inc., whose address is 515 East Amite, Jackson, Mississippi 39201. Applicant may utilize network services of other authorized carriers in the future.

7. Description of Service Territory

Applicant will offer its services throughout South Dakota. A map of Applicant's service territory is attached hereto as Exhibit C.

8. Financial Information

Applicant's latest available balance sheet and income statement are attached hereto as Exhibit D. Applicant, a privately-held company, does not prepare annual reports to its stockholder.

9. Tariff

Applicant's tariff for services provided in South Dakota is attached hereto as Exhibit E.

10. Billing and Customer Service Matters; Regulatory Contacts

Applicant will bill its business customers using direct billing services. This service will be provided by Zero Plus Dialing, Inc., 7411 John Smith Drive, suite 200, San Antonio, Texas 78216. Applicant will bill its residential customers by contracting with the LEC. Applicant will handle all customer service issues itself. The contact person at the company for customer service questions is Mr. Ron Ireland, TRI-M Communications, Inc. dba TMC Communications, 125 E. De La Guerra, Santa Barbara, California 93101, Tel: (805) 965-8620. Customer Service will provide a 24 hour, toll free contact point for customer contacts, and will be able to direct problems to appropriate personnel within Applicant's operations should the need arise.

Communications concerning other regulatory matters should be directed to:

Ron Ireland
TRI-M Communications, Inc. dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, California 93101
Tel: (805) 965-8620 or (888) 965-8620

11. Registration to Conduct Business in Other States

Applicant is registered or certified to conduct business as a telecommunications carrier in the following states: California, Michigan, New Jersey and Utah. Applicant has applied to operate as a telecommunications service provider in Indiana, New York, Texas, Ohio, Oregon, Maryland, Wyoming, Idaho, Kentucky, Arkansas, Georgia, Applicant. No state has ever denied Applicant's request for certification or registration to provide telecommunication services. TMC's present and future operations involve intrastate and interstate traffic. No FCC authorization is required for the company's interstate operations. TMC also provides interstate service and has authority from the FCC pursuant to Section 214 of the Communications Act of 1934, as amended, to provide international services from all points in the United States.

12. Marketing Information

Applicant has been operational approximately one year. In the state where Applicant is current authorized to offer services, Applicant markets its services through independent agents. These agents are compensated by TMC based on the amount of paid long-distance usage by the customers who the agents sign up on to TMC's services. TMC does not offer any type of training bonuses or recruitment bonuses.

Applicant plans on marketing services in South Dakota immediately upon certification.

13. Additional Information Concerning Applicant's Qualifications

As noted above, Applicant currently provides interexchange telecommunications services in a number of states. In addition, Applicant holds authority issued by the FCC pursuant to Section 214 of the Communications Act of 1934, as amended, to provide switched international services from all points in the United States. Applicant's

South Dakota operations will be carried out and managed by the same highly-qualified personnel who are responsible for its operations in other jurisdictions. Applicant's proposed operations will be directed by the following people:

John Marsch, CEO In 1982, John Marsch formed his first telecommunications company, TMC of California, one of the first long distance resellers in California. By the end of the decade, TMC Cal had more than 180 employees and was the largest reseller in California. In January 1990, Marsch sold TMC Cal. After the sale of TMC Cal, Marsch was precluded from direct participation in the telecommunication industry for several years by the terms of a non-compete agreement. During that time, he participated in the organization and financing of several successful real estate ventures in California and did other consulting work with entrepreneurial ventures. In 1996, Marsch wrote the business plan and developed the financing and financial infrastructure for STAR Telecommunications, a start-up international wholesale reseller. He went on to serve as Chief Operating Officer, Chief Financial Officer and Executive V.P. of International Development. Marsch also invested in and serves as a Director of LCR Telecommunications, PLC one of the largest telecommunications resellers in the U.K. LCR markets services to small and medium sized businesses throughout the U.K.

Bernadette Richardson, President Ms. Richardson joined TMC in November 1997 as Director of Business Development. In February of 1998, she was promoted to President of TMC. Prior to joining TMC, Ms. Richardson was Director of Marketing and Product Development for HCC Telemanagement, a Ventura California based long distance reseller. During her five year tenure at HCC, she successfully expanded the product line from a single product offering to a full range of products. She was also integral in the expansion of the customer and independent agent bases from a regional presence to a nationwide operation.

Denise Moritz, Vice-President of Operations B.S. Economics, Cal Poly State University. Ms. Moritz began her telecommunications career in 1984 as an administrator for TMC Cal. She was promoted through several positions in Operations and Customer Service and became Director of Operations, Southern Region. After the sale of TMC Cal., Ms. Moritz began working with TMC and continued her service in key administrative jobs including order fulfillment, customer service and billing.

Charlie Nautly, Vice-President of Sales B.A. Economics, University of Southern California. Mr. Nautly joined TMC in June of 1998. He comes to TMC from IXC Communications where he most recently held the position of Carrier Executive for two years. Mr. Nautly has an extensive background in the telecommunications industry, including four years as a National Account Manager with MCI and five years as an Account Executive for Pacific Bell.

Applicant believes that the foregoing demonstrates that Applicant's operations are well-planned and that Applicant is fully capable of establishing successful operations and bringing new and efficiently priced telecommunications options to the marketplace. Accordingly, Applicant submits that it has shown its managerial ability to successfully carry out the proposed service.

WHEREFORE, TRI-M Communications, Inc. dba TMC Communications requests that the South Dakota Public Utilities Commission enter an order granting a certificate of public convenience and necessity authorizing TRI-M Communications, Inc. dba TMC Communications to operate as a resale carrier of interexchange telecommunications services as set forth above.

Dated this 21st day of January, 1999 at San Francisco, California.

TRI-M COMMUNICATIONS, INC. dba
TMC COMMUNICATIONS
John Marsch
125 E. De La Guerra
Santa Barbara, California 93101
Telephone: (805) 965-8620 or
(888) 965-8620
Facsimile: (805) 965-8622

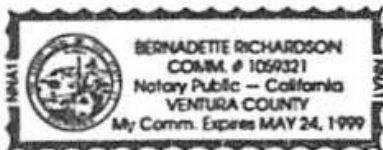
GOODIN, MACBRIDE, SQUERI,
SCHLOTZ & RITCHIE, LLP
Regina M. DeAngelis
505 Sansome Street, Suite 900
San Francisco, California 94111
Telephone: (415) 392-7900
Facsimile: (415) 398-4321

By 
Regina M. DeAngelis

Attorneys for TRI-M COMMUNICATIONS,
INC. dba TMC COMMUNICATIONS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CALIFORNIACounty of SANTA BARBARAOn JANUARY 18, 1999 before me, Benedette Richardson, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared JOHN MARSCU
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

B. Richardson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Application + request for authority, South DakotaDocument Date: 1.18.99 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer
 Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing:

Signer's Name: _____

- Individual
 Corporate Officer
 Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

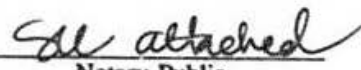
Signer Is Representing:

STATE OF CALIFORNIA)
)
County of Santa Barbara)

John Marsch, being first duly sworn, deposes and says that he is Chief Executive Officer of TRI-M Communications, Inc. dba TMC Communications the Applicant in the proceeding entitled above; that he is authorized to execute this verification on the Applicant's behalf; that he has read the foregoing application and knows the contents thereof; and that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and as to those matters he believe them to be true.

By 
John Marsch

Subscribed and sworn to before this ___ day of _____, 199__.

By 
Notary Public

COPY

State of California

SECRETARY OF STATE



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

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

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

NOV 14 1997



Bill Jones

SECRETARY OF STATE

RECEIVED
SECRETARY OF STATE
NOV 14 1997

COPY

2012280

FILED 30
In the Office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

OF

TRI-M COMMUNICATIONS, INC.

MAY 30 1997

Bill Jones
BILL JONES, Secretary of State

ARTICLE I

The name of this Corporation is TRI-M COMMUNICATIONS, INC.

ARTICLE II

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

ARTICLE III

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

Michael E. Pfau, Esq. c/o
Reicker, Clough, Pfau & Pyle LLP
1421 State Street, Suite 3
Santa Barbara, California 93101

ARTICLE IV

This Corporation is authorized to issue only one class of stock, which shall be designated Common Capital Stock, and the total number of shares which this Corporation is authorized to issue is Two Hundred Thousand (200,000).

COPY

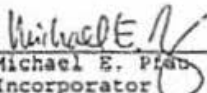
ARTICLE V

The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

ARTICLE VI

Subject to the limits on excess indemnification set forth in Section 204 of the Corporations Code, the Corporation is authorized to indemnify its agents (as that term is defined in Section 317 of the Corporations Code) for breaches of duty to the Corporation and its shareholders through bylaw provisions, agreements with its agents, the vote of disinterested shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the Corporation Code.

Dated: May 29, 1997



Michael E. Pfab
Incorporator



Secretary of State

State Capitol, Ste 204
500 East Capitol Avenue
Pierre, South Dakota
57501-5070
sdsos@sos.state.sd.us



JOYCE HAZELTINE
Secretary of State

TOM LECKEY
Deputy

FROM: Joyce Hazeltine, Secretary of State
Corporations

RE: FOREIGN CORPORATION

The application for certificate of authority has been received and filed on behalf of the name enclosed.

Enclosed is the Certificate attached to the duplicate application along with a receipt for the filing fee.

SDCL: 47-9-3 requires the filing of a corporate annual report with our office between the anniversary date of qualification and prior to the first day of the second month following. The report is due the year following qualification. An annual report form will be mailed to the corporate address listed in number five on the application for timely filing. Please contact our office if the corporate address changes or if the form is not received.

Thank you.

<http://www.state.sd.us/state/executive/sos/sos.htm>

Administration
(605) 773-3537
Fax (605) 773-6580
TDD (605) 773-5010

Corporations
(605) 773-4845
Fax (605) 773-4550

Uniform Commercial Code
(605) 773-4422
Fax (605) 773-4550

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

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

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



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 July 10, 1998.

JOYCE HAZELTINE
Secretary of State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SANTA BARBARA

On 6/24/98 before me, Bernadette Richardson, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOHN A. MACON
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Bernadette Richardson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application for Certificate of authority, South Dakota

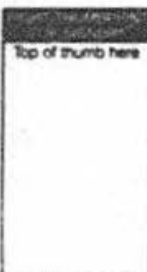
Document Date: 6/11/98 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

COPY

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, ~~has~~ 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
100,000.00	Common	-	NPV

(11) The amount of its stated capital is \$ 100,000.00
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 June 11, 19 98

[Signature]
(Signature) John D. Marsch

State of California
County of Santa Barbara

(Title) C.E.O.

On this 11th day of June, 19 98, before me _____ personally appeared John D. Marsch, known to me, or proved to me, to be the C.E.O. of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My Commission Expires: _____ See attachment
(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, Corporation Service Company, hereby give my consent to serve as the
(name of registered agent)

registered agent for Tri-M Communications, Inc.

(corporate name)
Dated 6/22 19 98

Corporation Service Company
By: [Signature]
(signature of registered agent)

COPY

State of California

SECRETARY OF STATE

**CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

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

That on the 30th day of May, 19 97

TRI-M COMMUNICATIONS, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

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

June 19, 1998



Bill Jones

Secretary of State

Officers & Directors Informations.

John D. Marsy: Director & Chairman of the Board
Chief Executive Officer

Business & Mailing Address: 125 E. De La Guerra, Suite 201
Santa Barbara, California 93101

Residence Address: 4100 Seaview Drive #30
Santa Barbara, California 93108

S. S. #: 299-46-5278

Bernadette Richardson: Director
President

Business & Mailing Address: 125 E. De La Guerra, Suite 201
Santa Barbara, California 93101

Residence Address: 1345 Nathan Lane
Ventura, California 93001

S. S. #: 615-28-9834

Denise D. Moritz: Director & Secretary / Treasurer
Chief Operations Officer & Vice President

Business & Mailing Address: 125 E. De La Guerra, Suite 201
Santa Barbara, California 93101

Residence Address: 7173 Marmota Street
Ventura, California 93003

S. S. #: 560-98-2241

John M. Gibbons: Director as Member of the Board

Business & Mailing Address: SPORTS CLUB
11100 Santa Monica Blvd., Suite 300
Los Angeles, California 90025

Residence Address: 606 Alston Road
Santa Barbara, California 93108

S. S. #: 280-42-7038

SOUTH DAKOTA SECRETARY OF STATE

OFFICIAL RECEIPT

NUMBER 722911

FORM OF PAYMENT CHECK
CHECK NBR 2689

DATE 07/10/1998
AMOUNT \$ 950.00
BY STKEWAR

TRI-M COMMUNICATIONS, INC.
125 E DE LA GUERRA STE 203
SANTA BARBARA CA 93101-2239

THIS RECEIPT IS IN REFERENCE TO:
TRI-M COMMUNICATIONS, INC.

TRANSACTION DESCRIPTION	AMOUNT
CERTIFICATE OF AUTHORITY.....S	950.00

COPYSTATEMENT OF REGISTRATION
OF BUSINESS NAMETo the Register of Deeds
County of *Hughes*
State of South Dakota

Pursuant to Section 37-11-1, South Dakota Code 1967, the undersigned corporation (the "corporation") hereby states:

1. The name of the corporation is *Tri-M Communications, Inc.*
2. The corporation will engage in or conduct a business for profit in the State of South Dakota under the business name
TMC Communications
3. The name, the post-office address and the residence address of the corporation, which is the person interested in the aforesaid business, are
TMC Communications
125 E. De La Guerra, Suite 201, Santa Barbara, CA 93101
4. The address where the main office of the aforesaid business of the corporation is to be maintained is *same as above*.

Signed on *June 24, 1978**Tri-M Communications, Inc.*
[real name of corporation]

By:


[name], [Vice-]President*John D. Marsch, C.E.O.*

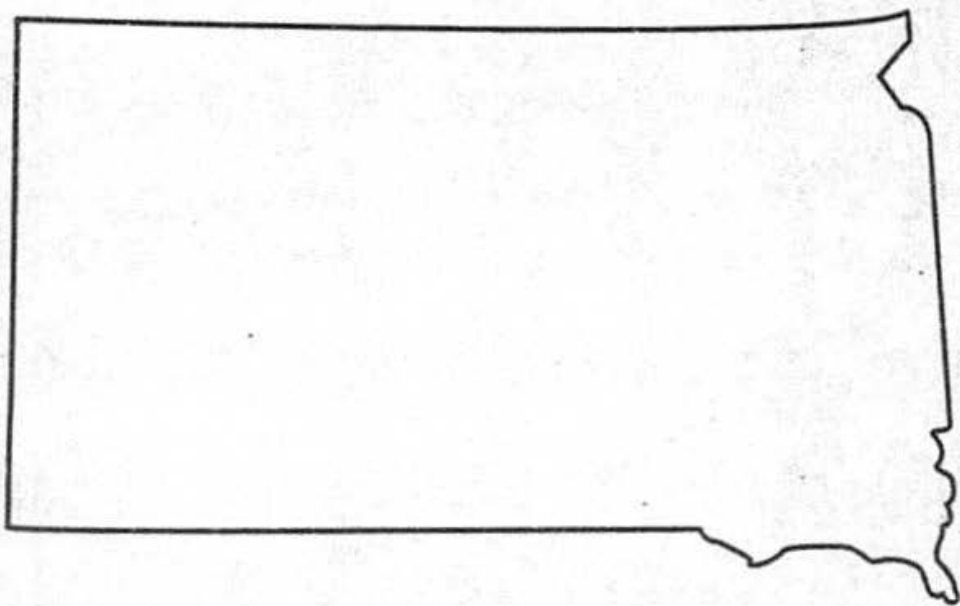
#5-99

RECEIVED
HUGHES COUNTY
REGISTER OF DEEDS
PIERRE, SD
AM JAN 1 1999
7:19:11 PM
A

Journal

Free 5.00 pd





TMC Communications
Balance Sheet
 As of September 30, 1998

10/29/98

	Sep 30, '98
ASSETS	
Current Assets	
Checking/Savings	
1000 - Bank Accounts	13,511.29
Total Checking/Savings	<u>13,511.29</u>
Accounts Receivable	
1200 - Accounts Receivable	1,428,219.30
1205 - Accrued Charges Receivable	190,000.00
Total Accounts Receivable	<u>1,618,219.30</u>
Other Current Assets	
1300 - Bad Debt Reserve	-11,242.75
1400 - Pre-paid Expenses	2,957.50
1499 - Return Checks	3,043.34
1600 - Notes Receivable	70,685.67
Total Other Current Assets	<u>65,443.76</u>
Total Current Assets	<u>1,697,174.35</u>
Fixed Assets	
1900 - Fixed Assets	425,603.96
Total Fixed Assets	<u>425,603.96</u>
TOTAL ASSETS	<u>2,122,778.31</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 - Accounts Payable	1,194,282.11
2004 - Accrd Trans. Fee Payable	7,000.00
2003 - Accrd Commissions Payable	36,000.00
Total Accounts Payable	<u>1,237,282.11</u>
Other Current Liabilities	
2125 - Accrued Interest Payable	6,961.81
2150 - Customer Deposits	850.00
2002 - Note Payable - JDM	1,211,672.11
2000 - Comerica - Line of Credit	500,000.00
2200 - Sales Tax Payable	181,710.71
Total Other Current Liabilities	<u>1,901,194.63</u>
Total Current Liabilities	<u>3,138,476.74</u>
Total Liabilities	<u>3,138,476.74</u>
Equity	
3600 - Capital Stock	490,000.00
3900 - Retained Earnings	-450,252.38
Net Income	-1,055,448.05
Total Equity	<u>-1,015,698.43</u>
TOTAL LIABILITIES & EQUITY	<u>2,122,778.31</u>

10/29/98

**TMC Communications
Profit and Loss
October 1997 through September 1998**

	Oct '97 - Sep '98
Income	
4000 - Revenue	2,929,748.98
Total Income	2,929,748.98
Cost of Goods Sold	
5000 - COGS	2,561,415.75
Total COGS	<u>2,561,415.75</u>
Gross Profit	368,333.23
Expense	
6000 - Salaries and Benefits	868,105.16
7000 - Sales & Marketing	190,018.90
8000 - General & Administrative	671,915.75
9100 - Aviation	99,078.34
9200 - Interest Expense	64,250.43
9500 - Taxes	2,400.00
Total Expense	<u>1,695,768.58</u>
Net Income	<u><u>-1,327,433.35</u></u>

Tariff Schedule

Applicable to

South Dakota Intrastate

Telephone Communications

of

TRI-M COMMUNICATIONS, INC.
dba TMC COMMUNICATIONS

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	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
21	Original
22	Original
23	Original

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

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ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to TRI-M Communications, Inc. dba TMC Communications (the "Company").

The Company provides 24-hour interLATA and intraLATA intrastate telephone services between points in South Dakota.

The Company has been granted authority by the South Dakota Public Utilities Commission to provide interLATA and intraLATA service within the State of South Dakota.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

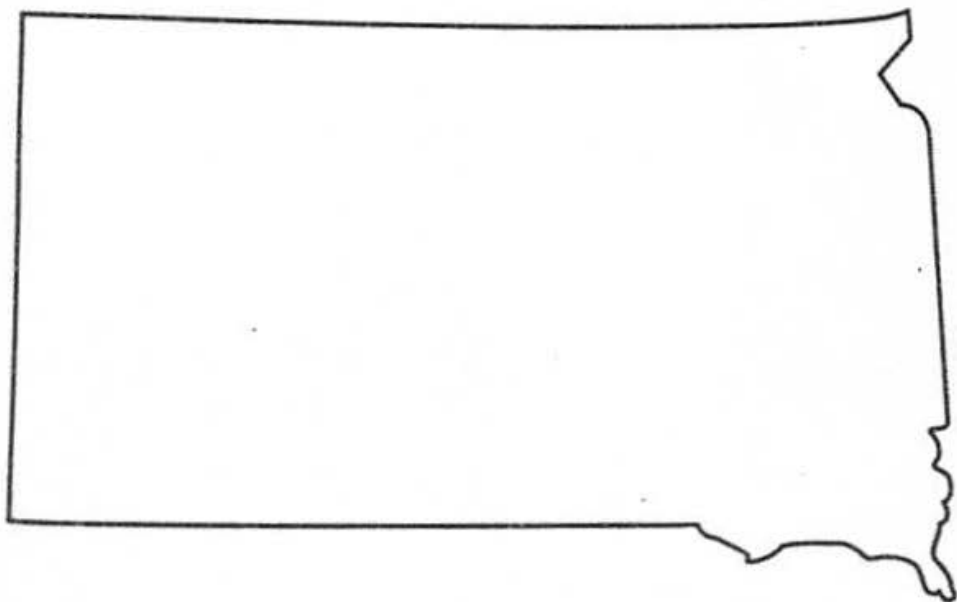
ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

SERVICE AREA MAP

The Company has been granted authority by the South Dakota Public Utilities Commission to provide interLATA and intraLATA service within the State of South Dakota.



ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

APPLICABILITY

This tariff applies to 24-hour interLATA and intraLATA intrastate telephone service in South Dakota.

TERRITORY

Within the State of South Dakota, as authorized by the South Dakota Public Utilities Commission.

NOTES

- (1) Calls that begin in one rate period and terminate in another will be rated according to the rate in effect at the time the calls begin.
- (2) Call duration is measured from the time hardware or software supervision indicates a connection between the calling and called stations.
- (3) Time Periods:
The Day period is Monday through Friday, from 8:00 a.m. to 4:59 p.m. The Evening period is Monday through Friday, from 5:00 p.m. to 10:59 p.m. The Night/Weekend period is Monday through Friday, from 11:00 p.m. to 7:59 a.m., and Saturday, from 8:00 a.m. to Sunday at 10:59 p.m.

ISSUED: _____

BY: John Maruch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RATES SCHEDULES

I. Switched - 1, Long Distance Service

Switched - 1, Long Distance Service is available to Customers who maintain a minimum monthly usage of at least \$100.00.

- | | |
|---|---------|
| 1. Activation Fee: | \$0.00 |
| 2. Monthly Access Fee: | \$0.00 |
| 3. Usage Rate (per minute): | \$0.387 |
| 4. Calls are billed in six (6) second increments with a six (6) second minimum. | |

II. Switched - 2, Long Distance Service

Switched - 2, Long Distance Service is available to all Customers regardless of their minimum monthly usage amount.

- | | |
|---|---------|
| 1. Activation Fee: | \$0.00 |
| 2. Monthly Access Fee: | \$0.00 |
| 3. Usage Rate (per minute): | \$0.563 |
| 4. Calls are billed in six (6) second increments with a six (6) second minimum. | |

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RATES SCHEDULES (Cont'd)

III. Dedicated - 1, Long Distance Service

Dedicated - 1, Long Distance Service is available to Customers who maintain a minimum monthly usage of at least \$100.00.

- | | |
|---|---------|
| 1. Activation Fee: | \$0.00 |
| 2. Monthly Access Fee: | \$0.00 |
| 3. Usage Rate (per minute): | \$0.143 |
| 4. Calls are billed in six (6) second increments with a six (6) second minimum. | |

IV. Dedicated - 2, Long Distance Service

Dedicated - 2, Long Distance Service is available to all Customers regardless of their minimum monthly usage amount.

- | | |
|---|---------|
| 1. Activation Fee: | \$0.00 |
| 2. Monthly Access Fee: | \$0.00 |
| 3. Usage Rate (per minute): | \$0.207 |
| 4. Calls are billed in six (6) second increments with a six (6) second minimum. | |

V. Calling Card

- | | |
|--|---------|
| 1. Activation Fee: | \$0.00 |
| 2. Monthly Access Fee: | \$0.00 |
| 3. Usage Rate (per minute): | \$0.199 |
| 4. Calls are billed in six (6) second increments with an eighteen (18) second minimum. | |

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

TAXES AND CHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Carrier's intrastate services.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES

Rule 1 - Definitions

1. Accounting Code: A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
2. Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional service.
3. Authorization Code: A multi-digit code which enables a customer to access the Company's network and enables the Company to identify the customer's use for proper billing.
4. Business Hours: The phrase "Business Hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.
5. Carrier: The term "Carrier" means TRI-M Communications, Inc. dba TMC Communications.
6. Commission: The term "Commission" means the Public Utilities Commission of the State of South Dakota.
7. Company: The term "Company" means TRI-M Communications, Inc. dba TMC Communications.
8. Completed Call: The term "Completed Call" means a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering devices.
9. Customer: See definition under "Subscriber".
10. Day: The term "Day" means 8:00 A.M. to 4:59 P.M. local time at the originating city, Monday through Friday, excluding Company-specific holidays.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

11. Delinquent or Delinquency: The terms "Delinquent" and "delinquency" mean an account for which payment has not been paid in full on or before the last day for timely payment.
12. Evening: The term "Evening" means 5:00 P.M. to 10:59 P.M. local time at the originating city, Monday through Friday and on Company-specified holidays except when a lower rate would normally apply.
13. Exchange Area: The term "Exchange Area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.
14. Holiday: The term "Holiday" means all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
15. Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communication services.
16. Local Exchange Carrier/Local Exchange: This term means a company providing telecommunications service within a local exchange or LATA.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

17. **Night/Weekend:** The words "Night/Weekend" mean 11:00 P.M. to 7:59 A.M. local time in the originating city, Saturday, from 8:00 A.M. to Sunday at 10:59 P.M.
18. **Nonbusiness Hours:** The phrase "Nonbusiness Hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.
19. **Regular Billing:** The words "Regular Billing" mean a standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a subscriber.
20. **Residential Service:** The phrase "Residential Service" means telecommunication services used primarily as nonbusiness service.
21. **Service:** The term "Service" means any telecommunications service provided by the company under these schedules.
22. **Subscriber:** The term "Subscriber" means the firm, company, corporation, or other entity which contracts for service under this tariff and which is responsible for the payment of charges as well as compliance with Company's regulations pursuant to this tariff. The term "customer" is synonymous with the term "subscriber."
23. **Switch:** The term "Switch" means an electronic device which is used to provide circuit routing and control.
24. **Timely Payment:** The term "Timely Payment" means a payment on a customer's account made on or before the due date.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
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125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 2 - Description of Service

The Company provides 24-hour interLATA and intraLATA intrastate telephone services to both residential and business customers between points in South Dakota.

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company and to sign a completed service order. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying Company for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.

Rule 4 - Contracts

The company and a Subscriber may enter into a contract for service to be provided under a specified rate plan for a specified term, which term may be automatically renewed if agreed to by parties. Unless otherwise provided, contracts may be terminated by the Subscriber only upon providing the Company with 30 days' advance written notice. In the event the effective date of termination is prior to the end of the current contract term, the Subscriber will be liable for a termination fee equal to the sum of the recurring service charges specified for the remainder of the contract.

Rule 5 - Reserved

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. (Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.)
2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving or continuing to receive service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed the charges for two months of service based on the Applicant's or Subscriber's average bills during the previous twelve months. When, in the Company's judgment circumstances so require, the amount of the deposit may be based on an estimate of two month's service determined from the Subscriber's past usage, the Subscriber's own estimate of expected usage, or the Company's network average usage considering the type and nature of the Subscriber's service.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments (Cont'd)

A. Deposits: (Cont'd)

4. Refund or Credit: Upon discontinuance of service or prompt and timely payment of all charges for twelve consecutive billing periods, whichever comes first, the Company will refund the deposit together with any interest due. In the case of discontinuance of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to Subscriber within 30 days after the discontinuance of service. In the case a refund is due after timely payment of the Company's charges, the Company will refund the deposit and interest within 30 days. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.
5. Interest: Simple interest at the rate of 7% per annum will be applied to the deposit, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered.
2. Negotiation of a subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber may be given verbally or by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in a minimum point size type of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No Subscriber notice is required for minor rate increases or for rate decreases. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

- A. Subscriber bills are issued monthly. The Subscriber will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscriber payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 21 days after the bill is rendered and is designated by the due date on the Subscriber's bill. The Subscriber shall have at least 21 days from the rendition of a bill to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if the Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid in any of the following circumstances: five days from the rendition of written notification, or a mutually established late payment arrangement date, or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or such other amount allowed by law. This amount will be assessed from the date payment was due.
- E. The Company is not responsible for local telephone charges incurred by the Subscriber in gaining access to the Company's network.
- F. Recurring charges are billed in advance on a monthly basis. Unless otherwise expressly provided in this Tariff, the entire specified monthly recurring charge shall be due and payable for any portion of a monthly billing cycle during which service is provided, and shall not be prorated.
- G. A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the company) which shall have a six-month backbilling period. In cases of toll fraud, a backbilling period of no more than three years.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 10 - Disputed Bills

- A. Any disputed charge must be brought to the Company's attention by written notification within 30 days of the customer's receipt of the bill upon which the disputed charge appears.

The contact person at the Company is Ms. Andrea Marcinko, Manager, Customer Service, TRI-M Communications, Inc. dba TMC Communications, 1421 State Street, Suite C, Santa Barbara, California 93101, Tel: (800) 965-8620.

Customers may also contact the South Dakota Public Utilities Commission at State Capital Building, 500 East Capital Avenue, Pierre, South Dakota, 57501-5070, Tel: (800) 332-1782.

- B. In the case of a billing dispute between the customer and the Carrier which cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, as described in Rule 9, or the service may be subject to disconnection.
- C. The customer may request an in-depth investigation into the disputed amount and a review by a Company manager within 30 days of the disputed bill's billing date.

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscriber

1. A Subscriber may have service discontinued upon 10 days notice to the Company. Notices will be deemed received upon actual receipt by the Company. Subscribers remain responsible for payment of all bills for services furnished.
2. If a Subscriber cancels his order for service before the service begins, a \$10.00 charge will be levied upon the Subscriber for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Subscriber by the corporation.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscriber (Cont'd)

4. Upon termination, pre-subscribed Subscribers may be held responsible for charges thereafter if the Subscriber has not selected an alternative long distance Company or the local exchange has not transferred service to the alternative Company because such a Subscriber may continue to receive service from the Company.

B. Discontinuance by the Company

1. The Company will follow the appropriate state requirements.

(a) The Company may discontinue service under the following circumstances:

- (i) Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Subscriber will be liable for all reasonable costs of collection including court costs, expenses, and actual attorney's fees.
- (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
- (iii) An order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
- (iv) Failure to post a required deposit or guarantee.
- (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
- (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
- (vii) Any violation of the conditions governing the furnishing of service.
- (viii) For lack of use by the Subscriber for three full billing cycles.

- (b) Service may be refused or disconnected in the event of illegal use. The Company may disconnect service for this reason after sending written notice certified mail to the Subscriber's last known address.

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

C. Notice of Disconnection

1. Written notice of the pending disconnection will be rendered not less than 5 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S mail to the Subscriber's last known address;
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

D. Restoration of Service

The Subscriber may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$25.00 charge for restoration of service after disconnection.

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.
- B. A copy of this tariff will be provided by Company's business office upon request for a nominal cost to cover postage and copying fees.

Rule 13 - Reserved

Rule 14 - Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the Subscribers will be notified in writing by mail at least one week in advance.

Rule 15 - Reserved

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

START

OF

RETAKE

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

C. Notice of Disconnection

1. Written notice of the pending disconnection will be rendered not less than 5 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. mail to the Subscriber's last known address;
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

D. Restoration of Service

The Subscriber may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$25.00 charge for restoration of service after disconnection.

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.
- B. A copy of this tariff will be provided by Company's business office upon request for a nominal cost to cover postage and copying fees.

Rule 13 - Reserved

Rule 14 - Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the Subscribers will be notified in writing by mail at least one week in advance.

Rule 15 - Reserved

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 16 - Reserved

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

END

OF

RETAKE

RULES (Cont'd)

Rule 16 - Reserved

ISSUED: _____

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

RULES (Cont'd)

Rule 16 - Reserved

Rule 17 - Use of Service for Unlawful Purposes

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Rule 18 - Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, shall be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection.

Rule 19 - Collection Cost

If any Subscriber hereto fails to perform any of such Subscriber's payment obligations, the Subscriber shall pay any and all collection costs and expenses incurred by the Company in enforcing or establishing its rights hereunder, including, without limitation, court costs, arbitration costs, and actual attorney's fees.

2385002
06/20/83

ISSUED: _____

BY: John Marsh
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

GOODIN, MacBRIDE, SQUERI SCHLOTZ & RITCHIE, LLP GENERAL ACCOUNT

12569

5811	2585-002	2/2/99	250.00	250.00	0.00	250.00
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TC99-013

GOODIN, MacBRIDE, SQUERI
 SCHLOTZ & RITCHIE, LLP
 GENERAL ACCOUNT
 505 SANSOME ST. 415-382-7900
 SAN FRANCISCO, CA 94111

COSMERICA BANK-CALIFORNIA
 SAN JOSE, CA 95113
 80-3752/1211

12569

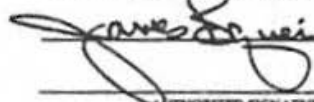
02/02/99	012569	\$*****250.00
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PAY

Two Hundred Fifty and 00/100 -----

South Dakota Public Utilities
 Commission

TWO SIGNATURES REQUIRED OVER \$100.00



 AUTHORIZED SIGNATURE

TO THE ORDER OF

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈012569⑈ 7:121137522⑈ 8561=00521=9⑈

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 28, 1999 through February 3, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705. Fax: 605-773-3809.

NATURAL GAS

- NG99-001 In the Matter of the Filing by Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. for Approval of Gas Extension Policy Rate 120.

Montana-Dakota Utilities is proposing to revise the Gas Extension Policy Rate 120 schedule in order to provide for the use of an Incremental Expansion Surcharge (Surcharge) for certain gas main extension projects. The proposed Surcharge provides for a payment option that may make the required contribution more palatable to the new customers while still ensuring that existing customers are not subsidizing the extension required for serving the new customers.

Staff Attorney: Karen Cremer
Staff Analyst: Keith Senger
Date Filed: 02/1/99
Intervention Deadline: 02/19/99

TELECOMMUNICATIONS

- TC99-011 In the Matter of the Application of CenturyTel Long Distance, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

CenturyTel Long Distance, Inc. (CenturyTel) is a switchless reseller of interexchange telecommunications services. CenturyTel will offer outbound presubscribed and casual calling service, toll free inbound service and travel card service.

Staff Attorney: Karen Cremer
Staff Analyst: Michele Farris
Date Filed: 01/29/99
Intervention Deadline: 02/19/99

- TC99-012 In the Matter of the Application of Atlantic Telephone Company, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Atlantic Telephone Company, Inc. (Atlantic) is a reseller which intends to

offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, and travel card service on a statewide basis. Atlantic intends to market its services primarily to small to mid-sized businesses and residential customers.

Staff Attorney: Camron Hoseck
Staff Analyst: Harlan Best
Date Filed: 02/02/99
Intervention Deadline: 02/19/99

TC89-013

In the Matter of the Application of TRI-M Communications, Inc. dba TMC Communications for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

TRI-M Communications, Inc. dba TMC Communications (TMC) proposes to provide intrastate long distance telecommunications service, including debit cards, over resold transmission facilities. TMC will also provide South Dakota customers with service to foreign countries.

Staff Attorney: Camron Hoseck
Staff Analyst: Michele Farris
Date Filed: 02/3/99
Intervention Deadline: 02/19/99

You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe to the PUC mailing list at <http://www.state.sd.us/puc/>

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP
Attorneys at Law

505 Sansome Street
Suite 900
San Francisco
California 94111

Telephone
415/392-7900
Facsimile
415/398-4321

Regina M. DeAngelis

March 2, 1999

VIA FACSIMILE
(605) 773-3809

HARD COPY TO FOLLOW

Michele M. Farris, P.E.
Utility Analyst
Public Utilities Commission
State of South Dakota
Attention: Docket Office
500 E. Capitol Avenue
Pierre, South Dakota 57501

RECEIVED

MAR 05 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

FAX Received MAR 02 1999

Re: SD PUC Docket TC 99-013; Application of
TRI-M Communications, Inc. dba TMC Communications
for a Certificate of Authority

Dear Ms. Farris:

In response to your request that Page No. 18 of the tariff for the above-referenced company be revised, attached please find such revised page.

Please contact me (415) 392-7900 should you require any additional information.

Very truly yours,

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP

By

Regina M. DeAngelis

Attachment
2585002\JK8565.LTR

RULES (Cont'd)

Rule 10 - Disputed Bills

- A. Any disputed charge must be brought to the Company's attention by written notification within 180 days of the customer's receipt of the bill upon which the disputed charge appears. While the dispute is pending before the Commission, the customer is only required to pay the undisputed portion of the bill to the Company.

The contact person at the Company is Mr. Ron Ireland, TRI-M Communications, Inc. dba TMC Communications, 1421 State Street, Suite C, Santa Barbara, California 93101, Tel: (800) 965-8620.

Customers may also contact the South Dakota Public Utilities Commission at State Capital Building, 500 East Capital Avenue, Pierre, South Dakota, 57501, at Tel: (605) 773-3201 or at the TTY Number (Telephone Through Relay Number) (800) 877-1113.

- B. In the case of a billing dispute between the customer and the Carrier which cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, as described in Rule 9, or the service may be subject to disconnection.
- C. The customer may request an in-depth investigation into the disputed amount and a review by a Company manager within 30 days of the disputed bill's billing date.

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscriber

1. A Subscriber may have service discontinued upon 10 days notice to the Company. Notices will be deemed received upon actual receipt by the Company. Subscribers remain responsible for payment of all bills for services furnished.
2. If a Subscriber cancels his order for service before the service begins, a \$10.00 charge will be levied upon the Subscriber for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Subscriber by the corporation.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

ISSUED: _____

By: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

505 Sansome Street
Suite 900
San Francisco
California 94111

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP
Attorneys at Law

Telephone
415/392-7900
Facsimile
415/398-4321

Regina M. DeAngelis

March 3, 1999

VIA FACSIMILE
(605) 773-3809

HARD COPY TO FOLLOW

Michele M. Farris, P.E.
Utility Analyst
Public Utilities Commission
State of South Dakota
Attention: Docket Office
500 E. Capitol Avenue
Pierre, South Dakota 57501

RECEIVED

MAR 08 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: SD PUC Docket TC 99-013; Application of
TRI-M Communications, Inc. dba TMC Communications
for a Certificate of Authority

Dear Ms. Farris:

In response to your request that Page No. 14 of the tariff for the above-referenced company be revised, attached please find such revised page.

Please contact me (415) 392-7900 should you require any additional information.

Very truly yours,

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP

By

Regina M. DeAngelis

Attachment

2585002\LR584.LTR

RULES (Cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company. Satisfactory credit information includes the following:

1. The Applicant provides a credit history acceptable to the Company. (Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.)
2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

Rule 7 - Reserved

ISSUED: _____

By: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: _____

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
TRI-M COMMUNICATIONS, INC. DBA TMC)	CERTIFICATE OF
COMMUNICATIONS FOR A CERTIFICATE OF)	AUTHORITY
AUTHORITY TO PROVIDE)	
TELECOMMUNICATIONS SERVICES IN)	TC99-013
SOUTH DAKOTA)	

On February 3, 1999, 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 TRI-M Communications, Inc. dba TMC Communications (TMC).

TMC intends to provide intrastate long distance telecommunications service, including debit cards, over resold transmission facilities. It will include inbound and outbound services, directory assistance and travel card. A proposed tariff was filed by TMC. The Commission has classified long distance service as fully competitive.

On February 4, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of February 19, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled March 9, 1999, meeting, the Commission considered TMC's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that TMC not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that TMC has met the legal requirements established for the granting of a certificate of authority. TMC 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 TMC's application for a certificate of authority, subject to the condition that TMC not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that TMC's application for a certificate of authority is hereby granted, effective April 3, 1999, subject to the condition that TMC not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that TMC shall file information 1 copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 15th day of March, 1999.

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: *Neil K. Kalso*

Date: 3/16/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schroenfelder
LASKA SCHOENFELDER, 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 March 9, 1999, effective April 3, 1999
Docket No. TC99-013

This is to certify that

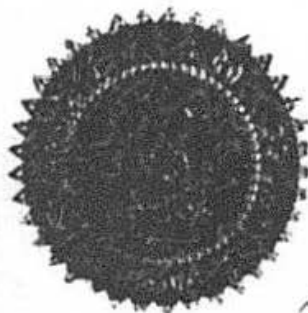
TRI-M COMMUNICATIONS, INC. DBA TMC COMMUNICATIONS

is authorized to provide telecommunications services in South Dakota.

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

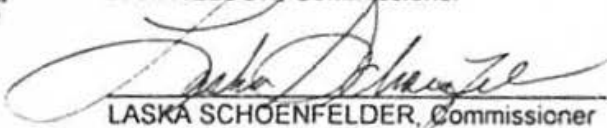
Dated at Pierre, South Dakota, this 15th day of March, 1999.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:




JAMES K. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner