

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

RECEIVED

JAN 28 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

IN RE THE MATTER OF THE SETTLEMENT)
AGREEMENT BETWEEN THE SOUTH)
DAKOTA PUBLIC UTILITIES COMMISSION)
AND TALK TOO ME, L.L.C., a limited liability)
Company under Delaware law, d/b/a 00 OPERATOR)
SERVICES, and d/b/a AMERICAN DIRECTORY)
SERVICES)

TC04-001

TC03-_____

SETTLEMENT TERMS

Pursuant to a SETTLEMENT AGREEMENT between The South Dakota Public Utilities Commission and Talk Too Me, LLC ("TTM"), the parties have agreed to the entry of this Final Agreement without trial or adjudication of any issue of fact or law, and without admission of any of the violations of the Act alleged in the complaint. The terms and conditions of the Agreement between the parties, in its totality, is as follows:

I. INJUNCTION

By this Agreement, TTM, directly or through any corporation, partnership, subsidiary, division, or other device, including, but not limited to, any successor corporation permanently agrees to be enjoined from:

1. Providing operator services or arranging to provide the same to any person or entity for the purpose of placing or attempting to place collect calls to South Dakota consumers for the purpose of directing telemarketing solicitations to such consumers;
2. Representing, expressly or by implication, to South Dakota consumers that they are legally obligated to pay TTM's collect call charges unless such is the case;
3. Directing "Final Notices" to South Dakota consumers for charges allegedly incurred by accepting collect calls when TTM has not directed any previous notices to such consumers or caused such notices to be sent;
4. Representing, expressly or by implication, to South Dakota consumers that they are obliged to make payment on any disputed billing which is the subject of this Settlement Agreement.
5. Taking any action to adversely effect the credit rating of any eligible South Dakota consumer over any billing which is the subject of this Settlement Agreement.

II. RESTITUTION

TTM shall provide a refund, in the amount of \$317.24 to reflect a \$28.84 refund of all TTM charges paid by eligible South Dakota consumers. For the purposes of this Settlement Agreement an "eligible consumer" shall mean a South Dakota consumer who has complained to the TTM, the South Dakota Public Utilities Commission or any other regulatory or law enforcement agency, about any of

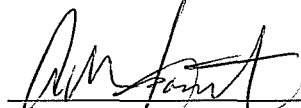
the TTM charges which are the subject of the Agreement, or otherwise has complained that TTM's charges were unauthorized.

TTM shall submit 11 cashier's or certified checks in the amount of \$28.84 payable to the 11 (eleven) eligible consumers listed on attachment A, which is attached to this Agreement and incorporated by reference. *(Attachment A will be the 11 consumers listed in the Excel spreadsheet submitted yesterday to Wayne Campbell for 00 Operator)*

III. PAYMENT TO STATE

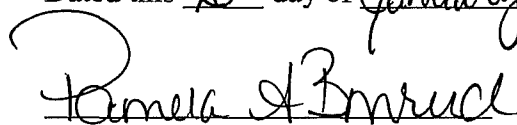
TTM shall reimburse the South Dakota Public Utilities Commission the amount of \$1,000.00 for the costs of the investigation. Payment shall be in the form of a cashier's or certified check made payable to the South Dakota Public Utilities. This amount is not to be construed as a fine or civil penalty or an admission of wrongdoing. The defendants shall mail or hand-deliver said sum of \$1,000.00 to the South Dakota Public Utilities Commission at 500 East Capitol Ave., Pierre, SD 57501-5070.

Dated this 23 day of December, 2003



SIGNATORY FOR 00 OPERATOR

Dated this 28th day of January, 2003⁴



SIGNATORY FOR PUC