

Lance J.M. Steinhart Attorney At Law 6455 East Johns Crossing Suite 285 Duluth, Georgia 30097

DEPOSIT DATE D 6 4 0 • 0CT 22 1997

> Telephone: (770) 232-9200 Facsimile: (770) 232-9208

October 21, 1997

VIA OVERNIGHT DELIVERY

Also Admitted in New York

and Maryland

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Bldg. Tallahassee, Florida 32399-0850

Re: KCI Original, Inc.

971402 -TI

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded abeok."

Dear Sir/Madam:

Enclosed please find one original and twelve (12) copies of KCI Original, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and twelve (12) copies of KCI Original, Inc.'s proposed tariff.

KCI Original, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of KCI Original, Inc.'s stated financial capability, attached to its application is a copy of the Company's Balance Sheet as of September 18, 1997. As a reseller, KCI Original, Inc. does not intend to make a capital investment to provide service in the State of Florida, however, KCI Original, Inc. intends to fund the provision of service through internally generated cash flow, and to the extent necessary, from cash contributions from its principals. KCI Original, Inc. also has the ability to borrow the service if required, based upon its financial capabilities.

I also have enclosed a check in the amount of \$250.00 payable to the Floring Pulservice Commission to cover the cost of filing these documents.

DOCUMENT NUMBER - DATE

10829 OCT 225



Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely.

Lance J.M. Steinhart, Esq. Attorney for KCI Original, Inc.

Enclosures cc: Adnan Elyaman LJS/Imb

** FLORIDA PUBLIC SERVICE COMMISSION *

DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission Division of Communications Bureau of Service Evaluation 2540 Shumard Oak Bivd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6600

E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

> Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6251

FORM PSC/CMU 31 (11/91) Required by Commission Rule Nos. 25-24.471, 25-24.473, 25-24.480(2)

DOCUMENT NUMBER DATE

10829 001225

FPSC BECORDS /PEPURTING

1



1. This is an application for (check one):

C	X)	Original Authority (New company).
()	Approval of Transfer (To another certificated company).
()	Approval of Assignment of existing certificate (To a
		noncertificated company).
()	Approval for transfer of control (To another certificated
		company).

- 2. Select what type of business your company will be conducting (check all that apply):
 - () Facilities based carrier company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - () Operator Service Provider company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - (X) **Reseller** company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless rebille company has no switch or transmission facilities but may have a billing computer Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

KCI Original, Inc.

- 4. Name under which the applicant will do business (fictitious name, etc.):
- National address (including street name & number, post office box, city, state and zip code):

193 W. Frostproof Baptist Church Road PO Box 513 Frostproof, Florida 33843

6. Florida address (including street name & number, post office box, city, state and zip code):

193 W. Frostproof Beptist Church Road PO Box 513 Frostproof, Florida 33843

7. Structure of organization;

()	Individual	(X)	Corporation
()	Foreign Corporation	()	Foreign Partnership
()	General Partnership	()	Limited Partnership
()	Other,		

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

N/A

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.160 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

FORM PSC/CMU 31 (11/91)

- 9. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Applicant has applied for a Certificate of Authority from the Secretary of State and will file a copy upon issuance.

Corporate charter number: P97000045615

(b) Name and address of the company's Florida registered agent.

Adnan Elyaman 193 W. Frostproof Baptist Church Road Frostproof, Florida 33843 (941) 635-2303

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No.

- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number).
 - (a) The application;

Lance J.M. Steinhart 6455 East Johns Crossing, Suite 285 Duluth, GA 30097 770/232/9200

FORM PSC/CMU 31 (11/91)





(b) Official Point of Contact for the ongoing operations of the company;

Adnan Elyaman President 193 W. Frostproof Baptist Church Road Frostproof, Florida 33843 (800) 481-3671

(c) Tariff;

Lance J.M. Steinhart 6455 East Johns Crossing, Suite 285 Duluth, GA 30097 770/232/9200

(d) Complaints/Inquiries from customers;

Alice Elyaman Customer Service Manager 193 W. Frostproof Baptist Church Road Frostproof, Florida 33843 (800) 481-3671

- 11. List the states in which the applicant:
 - (a) Has operated as an interexchange carrier.

None.

(b) Has applications pending to be certificated as an interexchange carrier.

Applicant is in the process of filing Applications in Florida, Georgia and Alabama.

(c) Is certificated to operate as an interexchange carrier.

None.

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

(c) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

FORM PSC/CMU 31 (11/91)





(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

- 12. What services will the applicant offer to other certificated telephone companies:
 - () Facilities
 -) Billing and Collection
- () Operators
- () Sales
- () Maintenance
- () Other:_____

None.

13. Do you have a marketing program?

Yes.

(

- 14. Will your marketing program:
 - () Pay commissions?
 - () Offer sales franchises?
 - () Offer multi-level sales incentives?
 - () Offer other sales incentives?
- 15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).
- 16. Who will receive the bills for your service (Check all that apply)?
 - () Residential customers (X) Business customers
 - () PATS providers () PATS station end-users
 - () Hotels & motels () Hotel & motel guests
 - () Universities () Univ. dormitory residents
 - () Other (specify):

All services will be paid for in advance.

- 17. Please provide the following (if applicable):
 - (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided? N/A





(b) Name and address of the firm who will bill for your service.

N/A

- 18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.482 (example enclosed).
- 19. The applicant will provide the following interexchange carrier services (Check all that apply):

____ MTS with distance sensitive per minute rates

- ____ Method of access is FGA
- ____ Method of access is FGB
- ____ Method of access is FGD
- ____ Method of access is 800

_____ MTS with route specific rates per minute

- <u>Method of access is FGA</u>
- ____ Method of access is FGB
- ____ Method of access is FGD
- ____ Method of access is 800
- _____ MTS with statewide flat rates per minute (i.e. not distance sensitive)
 - _____ Method of access is FGA
 - _____ Method of access is FGB
 - ____ Method of access is FGD
 - ____ Method of access is 800
- _____ MTS for pay telephone service providers
- _____ Block-of-time calling plan (Reach out Florida, Ring America, etc.)
- ____ 800 Service (Toll free)
- WATS type service (Bulk or volume discount)
- _____ Method of access is via dedicated facilities
- _____ Method of access is via switched facilities
- ____ Private Line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)

X Travel Service (Prepaid Calling Cards) Method of access is 950

X Method of access is 800





900 service

Operator Services

- ____ Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels,
- students in universities, patients in hospitals)
- ____ Available to inmates

Services included are:

- ____ Station assistance
- ____ Person to Person assistance
- ____ Directory assistance
- ____ Operator verify and interrupt
- ____ Conference Calling
- What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

1-800-XXX-XXXX

- 21. X Other:
 - A. See attached Balance Sheet for as of September 18, 1997.
 - B. See attached resumes of Applicant's key employees.
 - C. Applicant will use the network services of its underlying carrier to provide services to customer in the State of Florida.

ATTACHMENTS:

- A CERTIFICATE TRANSFER STATEMENT
- B CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C INTRASTATE NETWORK
- APPLICANT ACKNOWLEDGMENT STATEMENT
- D FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- E GLOSSARY

** APPENDEX B **

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- The applicant will not collect deposits nor will it collect payments 04 for service more than one month in advance.
- The applicant will file with the Commission and maintain 2 surety ()bond in an amount equal to the current balance of deposits and went and a second of the secon ---application.)

UTILITY OFFICIAL:

10/21/97-Date

Signature

PRESIDEnt.

<u>941-6359234</u> Telephone No

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** APPLICANT ACKNOWLEDGEMENT STATEMET

- REGULATORY ASSESSMENT FEE: 1 understand that all telephone 1. companies must pay a regulatory assessment fee in the amount of 15 of one percent of its gross operating revenue derived from intrastate business Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- GROSS RECEIPTS TAX: I understand that all telephone companies must 2. pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on 3. intra and interstale revenues.
- APPLICATION FEE: A non-refundable application fee of \$250.00 must be 4. submitted with the application.
- 5. RECEIPT AND UNDERSTANDING OF RULES: 1 acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding AAV service.
- 6. ACCURACY OF APPLICATION: By my slemanure below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a musdemeanor of the second degree.

UTILITY OFFICIAL:

10/21/97

Signature

PSTOLident 941-635-2303 Tille Telephone No





LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION



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ORIGINAL SHEET 1 PSC TARIFF NO. 1

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications provided by KCI Original, Inc. with principal offices at 193 W. Prostproof Baptist Church Road, Prostproof, Plorida 33843. This tariff applies for services furnished throughout the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.





ORIGINAL SHEET 2 PSC TARIFF NO. 1

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS AND

BILLING AGENTS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None
- 4. Billing Agents None





ORIGINAL SHEET 3 PSC TARIFF NO. 1

CHECK SHEET

Sheets 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). 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 sheet.

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ORIGINAL SHEET 4 PSC TARIFF NO. 1

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ORIGINAL SHEET 5 PSC TARIFF NO. 1

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. 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 11 and 12 would be sheet 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subordinate to its next higher level:

2. 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i).(1)

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 ϵ particular sheet is the most current on Commission file.





ORIGINAL SHEET 6 PSC TARIFF NO. 1

SYMBOLS

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

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



ORIGINAL SHEET 7 PSC TARIFF NO. 1

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

<u>Account Code</u> - A numerical code, one of which is assigned to an KCI Original, Inc. Prepaid Calling Card to enable KCI Original, Inc. to identify a specific Prepaid Account of Telecom Units in order to establish the account balance upon initiation of services by the Customer, and decrement that account for Telecom Units consumed by the Customer.

<u>Commission</u> - Used throughout this tariff to mean the Florida Public Service Commission.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Commission.

<u>Company or KCI</u> - Used throughout this tariff to mean KCI Original, Inc., a Florida corporation.

<u>Customer</u> - The person, firm, corporation or other legal entity which purchases KCI Original, Inc. Prepaid Calling Card Services and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Prepaid Account</u> - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Account Code as contained in a specific Prepaid Calling Card.

<u>Prepaid Calling Card</u> - A card issued by the Company, containing an Account Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.





ORIGINAL SHEFT 8 PSC TARIFF NO. 1

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic.

<u>Telecom Unit</u> - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.



SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale long distance telecommunications services provided by KCI for telecommunications between points within the State of Florida. Communications may originate and terminate in any area within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services may dial the Company's toll-free customer service number in order to obtain information about the Company's service.

2.1.1 The services provided by KCI are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Messare Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.



ORIGINAL SHEET 10 PSC TARIFF NO. 1

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- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by KCI and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of KCI.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation, lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when Customer use of a service becomes or is in violation of the law or the provisions of this tariff.
- 2 1.4 The services provided by KCI are furnished to Customers of KCI Prepaid Calling Cards. The purchase of a card makes available to the Customer KCI's prepaid nationwide services. Such services are offered for intrastate calling within the State of Florida pursuant to the terms and conditions of this tariff.

2.2 Use of Services

2.2.1 KCI's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.



- 2.2.2 The use of KCI's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of KCI's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 KCI's services are available for use twenty four hours per day, seven days per week.
- 2.2.5 Customers shall not use service provided under this tariff for any unlawful purpose.
- 2.2.6 KCI does not transmit messages, but the services may be used for that purpose.
- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services, or if a Prepaid Calling Card is lost or stolen.



ORIGINAL SHEET 12 PSC TARIFF NO. 1

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.



ORIGINAL SHEET 13 PSC TARIFF NO. 1

- 2.3.5 KCI shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INC_UDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORIGINAL SHEET 14 PSC TARIFF NO. 1

2.4 Responsibilities of the Customer

The Customer is responsible for the payment of charges and for compliance with the Company's tariff regulations.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, the Company may, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For violation of any of the provisions of this tariff,
 - 2.5.1.B For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over KCI's services, or
 - 2.5.1.C By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting KCI from furnishing its services, or
 - 2.5.1.D If the Company believes that any use of service is being obtained or used fraudulently, e.g. stolen or lost cards or Account Codes.
- 2.5.2 Without incurring liability, KCI may, interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations.

ORIGINAL SHEET 15 PSC TARIFF NO. 1

2.5.3

Service may be discontinued by KCI to the Customer pursuant to Commission rules, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Account Codes (i.e. deactivating), when KCI deems it necessary to take such action to prevent unlawful use of its service. KCI will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Account Code to replace the one that has been deactivated.

2.6 Credit Allowance

- 2.6.1 A credit allowance for KCI Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company at the designated toll free customer service number printed on the KCI Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.), and the approximate time that the call was placed.
- 2.6.2 When a call charged to a KCI Prepaid Calling Card is interrupted due to cut off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.
- 2.6.3 Credit allowances for calls pursuant to KCI Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.
- 2.6.4 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.



ORIGINAL SHEET 17 PSC TARIFF NO. 1

2.7 Restoration of Service

The use and restoration of service shall be administered in accordance with the priority system specified in part 64, Subpart D of the FCC Rules and Regulations.

2.8 Returned Check Charge

A fee of twenty dollars (\$20.00) will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.9 Deposits

The Company does not require deposits from Customers.

2.10 Late Payment Charges

The Company does not access late payment charges.

ORIGINAL SHEET 18 PSC TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Customer Complaints and/or Accounting Disputes

Customer inquires or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

> 193 W. Frostproof Baptist Church Road Frostproof, Florida 33843 (800) 481-3671

A toll-free customer service telephone number will be printed on the back of every card.

Any objection to the accounting for Telecom Units should be reported promptly to KCI. Adjustments to Customers' accounts shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. No liability exists which will require the Company to pay any interest, dividend or other compensation on account adjustments.

3.2 Calculation of Distance

Usage charges for all 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 that are produced by Bell Communications Research in the NPA NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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

Example: The rate distance between Miami and New York City:



Distance equals 1,097 miles

3.3 Timing of Calls

Charges for calls placed using KCI Prepaid Calling Cards are based on the duration of the call. Timing for each call begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio to a detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. KCI will not charge for uncompleted calls.

3.4 Level of Service

A Customer can expect end to end network availability of not less than 99% during peak use periods for all services.



3.5 Service Offerings

3.5.1 KCI Prepaid Calling Card Service.

This service permits use of KCI Prepaid Calling Cards for placing long distance calls. Customers may purchase KCI Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. KCI Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. KCI Prepaid Calling Card service is accessed using the KCI toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Account Code, and then to enter the terminating telephone number. KCI's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Cistomer's KCI Prepaid Calling Card.

All calls must be charged against an KCI Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.





ORIGINAL SHEET 21 PSC TARIFF NO. 1

In order to continue the call, the Customer can either call the toll-free number on the back of the KCI Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the KCI Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid KCI Prepaid Calling Card prior to termination. The card will expire 180 days from the date of last usage of the card.

3.5.2 Emergency Call Handling Procedures

Emergency "911" calls can not be routed by the Company, but must be completed through the local network.

3.5.3 The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.



3.5.4 Rates Applicable for Hearing/Speech Impaired Persons

Intrastate toll message which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

For Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls. The above discounts apply only to time sensitive elements of a charge for the call and shall not apply to per call charges such as a "credit card surcharge".

The Company will void charges for the first 50 directory assistance calls initiated per billing cycle by handicapped persons.

3.5.5 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.



SECTION 4 - RATES

4.1 Rates

Rates shown are applicable to intrastate long distance calling between all points within the State of Florida.

4.1 Prepaid Calling Card Service

KCI Prepaid Calling Cards are available in various Telecom Unit denominations as specified below. Prepaid Calling Cards may be recharged in \$1 increments (min. \$5). Prices are inclusive of all taxes.

Price Per Telecom Unit

\$.19

These rates apply twenty-four hours per day, seven days per week.

4.2 Returned Check Charge

\$20.00

FINANCIAL INFORMATION

KCI Original Inc. Balance Sheet September 18, 1997

Assets		Liabilities	
Cash \$ 25,000	00	NACT\$ 175,000 0	0
Office Equipment 5,000	00	Printer5,000 0	0
Office Supplies 500	00	Total Liab180,000 0	0
Switching Equipment & Billing System250,000	00	Capital	
Inventory Printed		KCI Orig. 187,000 00 Cap	
Phone Cards 24.000	00	-	
Advertisements and			
Flyers 3.000	00		
Accounts			
Receivable60,000	00		
Total Assets367,500	00		



MANAGEMENT INFORMATION



PROFESSIONAL EXPERIENCE:

1995 to Present: Owner of KCI Criginal Inc. Prepaid Phone Cards. Started as an independant contractor for MCI Prepaid while waiting for KCI cards to be printed and processed. Exceeded quota required by MCI in the first year of contract.

> Researched the possibility of purchasing telecommunications equipment to provide phone card services directly to customers. In 1997, purchased two switches from NACT in Orem. Utah.

In the meantime, made agreement with JDS in Salt Lake City. Utah to provide services for KCI until KCI switches are up and running.

Mr. Elyaman is responsible for opening new customer accounts and servicing existing accounts.

Mr. Elyaman is also the owner of Konvenience King and B-Kwik convenience stores, along with several residential and commercial properties.

- 1991 to 1995 Previous owner and operator of Highland Park Mobile Home Village in Lake Wales. FL. Also managed convenience store. laundromat. and game room on the premises.
- 1983 to 1991 Owner and operator of various businesses listed below: Frostproof Grocery Big "Q" Quality Laundromat 1 and 2 The Hangout (pool hall and video games) Eddie"s Trading Post Eddle's Apartments

ALICE KRYSIAK ELYAMAN (wife of Adnan) P. O. Box 513 Frostproof, FL 33843

PROFESSIONAL EXPERIENCE:

1995 to Present: Co-owner of KCI Original Inc. Prepaid Phone cards.Ran business office, accounting and bookkeeping, customer service, phone orders, and all else necessary to run the business.

> In November, 1996, took a three week training course at NACT corporate offices in Orem, Utah to learn to run the STX telecommunications switch ant the NTS billing system , which KCI has since purchased.

1992 to 1995: Managed Konvenience King #2 convenience store in Lake Wales. Florida. Also responsible for accounting and bookkeeping for the Konverience King stores.



Lance J.M. Steinhart Attorney At Law 6455 East Johns Crossing Suite 285 Duluth, Georgia 30097

DEPOSIT DATE D 6 4 0 - 0CT 2 2 1997

> Telephone: (770) 232-9200 Facsimile: (770) 232-9208

October 21, 1997

VIA OVERNIGHT DELIVERY

Also Admitted in New York

and Maryland

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Bldg. Tallahassee, Florida 32399-0850

Re: KCl Original, Inc.

Dear Sir/Madam:

971402-TT

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

of person who ionwarded obeok:

Enclosed please find one original and twelve (12) copies of KCI Original, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and twelve (12) copies of KCI Original, Inc.'s proposed tariff.

KCI Original, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of KCI Original, Inc.'s stated financial capability, attached to its application is a copy of the Company's Balance Sheet as of September 18, 1997. As a reseller, KCI Original, Inc. does not intend to make a capital investment to provide service in the State of Florida, however, KCI Original, Inc. intends to fund the provision of service through internally generated cash flow, and to the extent necessary, from cash contributions from its principals. KCI Original, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities.

KONVENIENCE KING COMMUNICATIONS INTER PHONE 941-699-1771	RNATIONAL 6827
929 S. MAIN STREET P.O. BOX 513 LAKE PLACID, FL 33857 FROSTPROOF, FL 33843	7-10 1997 63-761 1831
PAY TO THE FL Public service Con two hundred fifty only	Mussion _1\$ 250.00
First Union Nettional Bank V V V V of Plantas Lase Manse, Florida 34 Hour Information Bernice 1 400-736-1012	Alex DOCUMENT MAPPER DATE