

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

~~FILED~~³

~~MAY 8 4 2004~~

~~Missouri Public
Service Commission~~

~~FILED~~³

~~JUL 0 9 2004~~

Missouri Public
Service Commission

In the matter of the application of)

Justin Newbold)

White Picket Fence Laundry & Travel Services, LLC)

for certificate of service authority)

to provide private pay telephone)

service within the State of Missouri)

APPLICATION FOR CERTIFICATE OF SERVICE
AUTHORITY TO PROVIDE PRIVATE PAY TELEPHONE
SERVICE IN THE STATE OF MISSOURI

PLEASE PRINT OR TYPE:

1. Justin Newbold White Picket Fence, LLC
NAME OF APPLICANT Oba Ting Bubbles Laundromat

3/22/04
DATE OF APPLICATION

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Street: 2608 Telegraph Rd.

If the Commission or Staff has questions about this
Application, they should contact:

City: St. Louis

Name: Jo Newbold

State: Mo

Address: 6455 Dale

Phone: 314 646 1814

Daytime Phone: 314-497-7749

APPLICANT IS:

☐ INDIVIDUAL DOING BUSINESS UNDER OWN NAME

☒ INDIVIDUAL DOING BUSINESS UNDER FICTITIOUS NAME (Attach a copy of registration of fictitious name
with Secretary of State)

☐ PARTNERSHIP (Attach copy of partnership agreement - Missouri Bar Attorney must file the application)

☒ MISSOURI CORPORATION (Attach certified copy of Articles of Incorporation and Certificate of Incorporation
from Secretary of State - Missouri Bar Attorney must file the application)

☐ CORPORATION - NOT MISSOURI (Attach certificate of authorization to do business in Missouri from
Secretary of State - Missouri Bar Attorney must file the application)

~ IMPORTANT ~

PAGES 2, 3, AND 4 MUST BE ATTACHED AND APPLICATION MUST BE SIGNED AND NOTARIZED ON PAGE 4 TO BE
PROCESSED. IF APPLICANT IS A PARTNERSHIP OR CORPORATION, APPLICATION MUST BE SIGNED BY AN
AUTHORIZED MEMBER OR CORPORATE OFFICER, NOTARIZED, AND SIGNED BY APPLICANT'S ATTORNEY.

Revised 6/19/2003

APPLICATION SHOULD BE MAILED TO BOTH:

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
(Original and 8 copies)

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102
(One copy)

2. Applicant proposes to provide private pay telephone service in the State of Missouri under the jurisdiction of the Missouri Public Service Commission (Commission) pursuant to Section 392.410 and 392.520 C.C.S.S.C.S. HB 360 and which is referred to therein as customer owned coin telephone telecommunications service, but will herein be referred to as private pay telephone service, and requests certificate of service authority to install, operate, control, manage and maintain private pay telephone(s).
3. Applicant requests that this certificate of service authority be made applicable to additional locations which may be served by the Applicant in the future.
4. As a provider of private pay telephone service, I agree that my private pay telephone equipment (hereafter equipment) shall have the following operational characteristics and I agree to abide by the following terms:
 - a. Users of the equipment shall be able to reach the operator without charge and without the use of a coin.
 - b. Any intrastate operator services provider employed shall hold a certificate of service authority from this Commission, and shall have on file with the Commission approved tariffs for the provision of operator services to traffic aggregators.
 - c. Users of the equipment shall be able to reach local 911 emergency service, where available, without charge and without using a coin or, if 911 is unavailable, there shall be a prominent display on each instrument of the required procedure to reach local emergency service without charge and without using a coin.
 - d. The equipment shall be mounted in accordance with all applicable Federal, State, and local laws for disabled and/or hearing impaired persons.
 - e. The equipment shall allow the completion of local and long distance calls.
 - f. The equipment shall permit access to directory assistance.
 - g. There shall be displayed in close proximity to the equipment in 12 Point Times Bold print the name, address and telephone number of the private pay telephone service provider, the procedures for reporting service difficulties, the method of obtaining customer refunds and the method of obtaining long distance access. If applicable, the notice shall state that one-way calling only is permitted. If an alternative operator service (AOS) provider is employed, the private pay telephone service provider shall display such notice as is required by this Commission.
 - h. The equipment shall be registered under Part 68 of the rules of the Federal Communications Commission's registration program.
 - i. The equipment shall not block access to any local or interexchange telecommunications carrier.
5. I understand and agree that the certificate of service authority will permit me to provide only private pay telephone service in the State of Missouri and will not authorize me to provide any other telecommunications services regulated by the Commission.

Revised 6/19/2003

6. I understand that the certificate of service authority to provide private pay telephone service is not transferable.
7. I understand that providing pay telephone service without a certificate of service authority or in violation of the terms and conditions prescribed for the provision of such service may subject me to penalties as provided for by law.
8. I agree to provide a complete list of served locations if this information is requested by the Commission Staff.
9. I further agree to notify the Commission, in writing, if I cease to provide private pay telephone service in the State of Missouri or if my address or phone number changes at my principal place of business.
10. Unless and until otherwise ordered by the Commission, I agree to pay my annual apportioned share of general regulator expenditures that are charged to telephone companies pursuant to Section 386.370 RSMo.
11. I understand and agree that I will be responsible to the local exchange telephone company for payment of all toll and local charges originating from or accepted at the private pay telephone(s).
12. I understand and agree that charges for private pay telephone service will be assessed in accordance with the appropriate tariff of the local exchange telephone company providing access.

WHEREFORE, Applicant requests the Commission to grant its certificate of service authority to Applicant to install, operate, control, manage and maintain private pay telephone service in the State of Missouri as described above.

SIGN HERE:

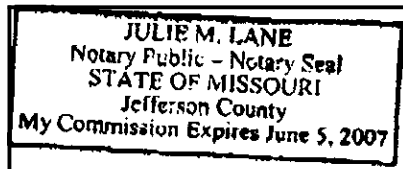
PRINT or
TYPE NAME:

ADDRESS:

PHONE:

Joellyn Newbold
Joellyn Newbold
6455 Dale Ave
ST Louis MO 63139
314-646-1814

STATE OF Missouri)
COUNTY OF St. Louis) 56
Comes now before me Joellyn Newbold and states that (s)he
(Name of person signing Application)
Joellyn Newbold of Joellyn Newbold Applicant herein, and (Title
of person signing Application) (Name of Applicant)
further states that the information contained in this Application is accurate to the best of her/his knowledge and belief.
Subscribed and sworn to before me this 19 day of March, 2004.



Julie M Lane
(Notary Public)

My Commission expires: June 5, 2007

ATTORNEY'S SIGNATURE BLOCK (for Partnership or Corporation)

SIGN HERE: David J. Welsh

PRINT or
TYPE NAME: David J. Welsh

ADDRESS: 231 S. Bemiston Suite 1220
Clayton, MO 63105

MISSOURI
BAR #: 49765
PHONE: (314) 726-1900

X 421785**State of Missouri**
Matt Blunt, Secretary of StateCorporations Division
P.O. Box 778, Jefferson City, MO 65102James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101**Registration of Fictitious Name**

(Submit in duplicate with filing fee of \$7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered:

Business Address:

(P.O. Box alone not acceptable)

City, State and Zip Code:

Tiny Bubbles Laundromat3458 Miami AvenueST Louis MO 63139

The parties having an interest in the business, and the percentage they own are (if a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed):

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
<u>Dr. Joellen Newbold</u>	<u>6455 Dale Ave</u>	<u>ST Louis MO</u>	<u>63139</u>	<u>100%</u>
<u>White Picket Fence, LLC</u>	<u>LC 74729</u>			

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo 1986.)

Joellen Newbold

(Authorized Signature)

Jo Newbold

(Printed Name)

12-16-02

(Date)

(Authorized Signature)

(Printed Name)

(Date)

(Authorized Signature)

(Printed Name)

(Date)

FILED

DEC 15 2002

Corp. 56 (8/02)

Matt Blunt
SECRETARY OF STATE**FOR OFFICIAL USE ONLY**

Check # _____

Amount: _____

Filer's Initials: _____

STATE OF MISSOURI
Secretary of State
Corporation Division
P.O. Box 778
Jefferson City, Missouri 65102

ARTICLES OF ORGANIZATION

(Submit in duplicate with filing fee of \$105.00)

1. The name of the limited liability company is: WHITE PICKET FENCE, LLC
2. The purposes for which the limited liability company is organized: purchasing, rehabbing, developing, selling, holding, maintaining, and investing in real estate, as well as owning and operating a laundromat, and any other purpose for which a limited liability company may lawfully be organized.
3. The name and address of the limited liability company's registered agent and its registered office in Missouri are as follows:

Joellyn Newbold, 6455 Dale, St. Louis, MO 63139

4. The management of the limited liability company is vested in one or more managers.
5. The latest date on which the limited liability company is to dissolve is: perpetual.
6. Upon the occurrence of an event of withdrawal with respect to any member, the remaining member(s) have the right to continue the business and affairs of the limited liability company by unanimous consent of the remaining members within ninety (90) days after such event of withdrawal.
7. The name and address of each organizer are as follows:

Daniel J. Welsh, 231 S. Bemiston, Suite 1220, Clayton, MO 63105

8. For tax purposes, the limited liability company is not considered a corporation.

IN AFFIRMATION THEREOF, THE FACTS STATED ABOVE ARE TRUE.

FILED

DEC 11 2002

M. J. B. Welch
SECRETARY OF STATE

Daniel J. Welsh
Daniel J. Welsh
Organizer

OPERATING AGREEMENT FOR WHITE PICKET FENCE, LLC
A Missouri Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into effective as of June 4, 2002 by and between **White Picket Fence, LLC**, (the "Company"), a Missouri limited liability company, whose address is 6455 Dale, St. Louis, MO 63139, and **Joellyn Newbold**, a resident of the state of Missouri (the "Member"), whose address is 6455 Dale, St. Louis, Missouri, 63139, who is the sole member of Company.

1. THE LIMITED LIABILITY COMPANY

1.1 Formation. The Member has organized, created and formed the Company effective as of December 11, 2002 (the "Effective Date"), the date that the Articles of Organization for the Company (the "Articles") were filed and accepted with the Missouri Secretary of State in accordance with and pursuant to Chapter 347 of the Revised Statutes of Missouri (the "Act").

1.2 Name. The business of the Company will be conducted under the name White Picket Fence, LLC.

1.3 Purpose. The purposes of the Company are set forth in the Articles, as the same may be amended from time to time. The Company shall have all powers necessary or incidental to accomplish its purposes.

1.4 Offices. The Company maintains its principal business office within Missouri at 6455 Dale, St. Louis, Missouri, 63139, and at such other location or locations as may, from time to time, be determined by the Member.

1.5 Registered Agent. The initial registered office of the Company and the initial registered agent of the Company shall be as set forth in the Articles. The registered office of the Company and the registered agent of the Company may be changed by the Member at any time by filing the address of the new registered office and/or the name of the new registered agent with the Missouri Secretary of State pursuant to the Act.

1.6 Term. The term for which the Company shall exist commenced upon the Effective Date and shall continue perpetually, unless terminated as provided for herein.

1.7 Admission of Additional Members. No additional members may be admitted to the Company without the prior approval of the Member.

1.8 Disregarded Entity For Tax Purposes. Any provision of this Agreement to the contrary notwithstanding, solely for federal income tax purposes, the Member of the Company hereby recognizes that the Company will initially be treated as a "disregarded entity," as it only has one member, and thereby taxed as a sole proprietorship owned by the Member.

2. CAPITAL CONTRIBUTIONS.

2.1 Initial Capital Contribution. The Member has contributed to the Company the assets described on Exhibit A to this Agreement.

2.2 Additional Capital Contributions; No Interest. Additional capital contributions will be made in such amounts as the Member determines are necessary. The Member will not receive interest on any of such Member's capital contributions.

3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction and credit will be allocated one hundred percent (100%) to the Member. For income tax purposes, all items of Company income, gain, loss, and deduction will be reported on the Member's tax returns.

3.2 Distributions. No distribution may be made to the Member if such distribution would cause the Company to be in violation of Section 347.109 of the Act. Subject to the foregoing limitation, the Company will make such distributions to the Member as the Member determines.

4. MANAGEMENT OF THE COMPANY

4.1 Management of Company. The Company shall be managed by the Member, and the Member shall direct, manage and control the business of the Company. The Member shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Member may delegate to a third party ministerial authority to conduct the day-to-day operations of the Company, and in such event, the acts and decisions of such delegated third party shall in the absence of fraud or intentional harm to the Company, be considered the decision of the Member and be binding upon the Company.

4.2 Officers. The Company shall have such officers with such titles as the Member may designate from time to time, and the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office. The compensation of the officers, if any, shall be fixed from time to time by the Member. Officers appointed by the Member shall serve at the discretion of the Member and may be removed by the Member at any time with or without cause.

5. POWERS AND DUTIES OF MEMBER

5.1 Limitation on Liability of Member. The Member will not have any liability to the Company for any loss suffered by the Company which arises out of any action or inaction of the Member. Except to the limited extent provided in the Act, the Member will not have any personal liability for any Company obligation, expense, or liability. Notwithstanding anything in this Agreement to the contrary, the Member will only be liable to make such Member's capital contribution. The Member will not, without the Member's consent, be required to make any capital contribution beyond the capital contribution as described in Section 2.1.

5.2 Indemnification of Member. The Member will be entitled to indemnification by the Company against all costs, expenses and fees incurred by the Member in connection with the Company's activities. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Member will not have any personal liability on account thereof.

5.3 Dealing with the Company. The Member may deal with the Company by providing or receiving property and services to or from it, and may receive from others or the Company normal profits, compensation, commissions or other income incident to such dealings.

5.4 Loans. The Member may, but will not be obligated to make loans to the Company to cover the Company's cash requirement and such loans will bear interest at a rate agreed to by the Member.

6. BOOKS OF ACCOUNT AND BANKING

6.1 Books of Account. The Company shall maintain the following records at its principal business office: (1) a current and a past list of the full name and last known business address of each Member; (2) a copy of the Articles of Organization for the Company and all amendments thereto, together with signed copies of any powers of attorney pursuant to which any Articles have been signed; (3) copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years; (4) copies of the Agreement including all amendments thereto, and copies of any written Operating Agreement no longer in effect; (5) any financial statements of the Company for the three most recent years; and (6) a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following: (a) the amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute; (b) the times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; (c) any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; (d) any events upon the happening of which the Company is to be dissolved and its affairs wound up, other than as set forth in this Agreement; (e) copies of any written consents of the Members to continue the Company upon the event of withdrawal of any Member, other than as set forth in this Agreement; (f) copies of any written consents by the Members to admit any person or entity as a new Member of the Company; and (g) copies of any other instruments or documents reflecting matters required to be in writing pursuant to this Agreement. The Company shall maintain at its principal business office any other records which are required to be maintained pursuant to the Act.

6.2 Banking. All funds of the Company shall be kept by the Member in such Company account or Company accounts in such bank or banks as the Member designates. Such funds may be withdrawn from such account or accounts upon the signature of such person or persons as are designated by the Member.

7. DISSOLUTION AND WINDING UP OF THE COMPANY

7.1 Dissolution. The Company will be dissolved upon the happening of any of the following events: (i) the express written determination of the Member to dissolve the Company; or (ii) otherwise by operation of law (including expiration of Company's term of existence).

7.2 Winding Up. Upon the dissolution of the Company, the Member shall sell or otherwise liquidate all of the Company's assets as promptly as practicable, and the proceeds (i.e. all of the assets of the Company), to the extent sufficient to pay the Company's obligations with respect to such liquidation, will be applied and distributed in the following order: (a) Discharge all liabilities of the Company, including liabilities to the Member (if such Member is a creditor), to the extent otherwise permitted by law, other than liabilities to the Member for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company; (b) Discharge all liabilities

of the Company to the Member (who is also a creditor), to the extent permitted by law, with respect to liabilities to the Member for distributions and the return of capital; and (c) then the balance to the Member.

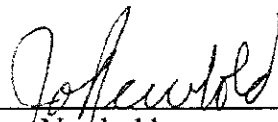
8. GENERAL PROVISIONS

8.1 Amendments; Governing Law. A proposed amendment will be adopted and become effective as an amendment only upon the written approval of the Member. This Agreement and the rights of the parties hereunder will be governed by and interpreted in accordance with the laws of the state of Missouri (without regard to principles of conflicts of law).

8.2 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first indicated above.

MEMBER:



Joellyn Newbold

COMPANY:

White Picket Fence, LLC

By: 

Joellyn Newbold, Member

EXHIBIT A

INITIAL CAPITAL CONTRIBUTION OF MEMBER

\$2,500.00