

FILED³

JUN 24 2002

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**Missouri Public
Service Commission**

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June 21, 2002

VIA OVERNIGHT DELIVERY

Mr. Dale Roberts
Chief A.L.J./Executive Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102
(573) 751-3234

FILED⁴

JUN 24 2002

Re: Econodial, LLC

**Missouri Public
Service Commission**

Dear Mr. Roberts:

Enclosed please find for filing an original and eight (8) copies of Econodial, LLC's Application for Certificate of Service Authority to Provide Interexchange Telecommunications Services Within the State of Missouri and five (5) copies of the Interexchange Telecommunications Tariff.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Please note that this Application is being submitted by myself and Judith A. Rau, Esq., Missouri Counsel, Bar # 24856.

Respectfully submitted,

Lance J.M. Steinhart

Lance J.M. Steinhart
Attorney for Econodial, LLC

*by Charlotte Kacy
with express consent*

Enclosures

cc: David Biniachvili
Office of Public Counsel
Office of General Counsel

JUN 24 2002

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURIMissouri Public
Service Commission

In the matter of the)
 Application of)
 Econodial, LLC)
)
 for a certificate of service)
 authority to provide) Case No. _____
 interexchange telecommunications)
 services and to classify such)
 services and the company as)
 Competitive)

APPLICATION

Econodial, LLC, ("Applicant"), a New York Limited Liability Company, files this verified application respectfully requesting that the Missouri Public Service Commission ("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interexchange telecommunications services pursuant to Chapter 392 of the Missouri Revised Statutes.
- (b) grants competitive status to Applicant, and classifies the Applicant's services as competitive.
- (c) waives certain Commission rules and statutory provisions pursuant to Section 392.420, RSMo Cum. Supp. 1992.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of the Applicant are:

Econodial, LLC
 3611 Fourteenth Avenue
 Brooklyn, New York 11218
 (718) 686-4824/Phone
 (718) 686-2567/Facsimile

A copy of Applicant's Articles of Organization and certificate of authority from the Missouri Secretary of State to transact business in Missouri are attached hereto as Exhibit I.

2. The name and address of Applicant's in-state attorney is:

Judith A. Rau, Esq.
Rau & Rau
119 E. Mill Street
Waterloo, Illinois 62298

3. Applicant is a reseller of telecommunications services. Applicant proposes to provide interexchange telecommunications services within Missouri including direct outbound dialing (1+ and 101XXXX), 800 and 888 (inbound Toll-Free), travel cards, and prepaid calling cards. Applicant respectfully requests authority to provide service to prospective business and residential customers throughout the State of Missouri.

4. Applicant has the experience in the telecommunications industry and the technical and financial resources to provide telecommunications services within Missouri. A brief description of the qualifications and experience of the key management employees is attached hereto as Exhibit II. A copy of the Applicant's Balance Sheet as of March 31, 2002 and Profit and Loss Statement for the 1st Quarter of 2002 is attached hereto as Exhibit III.

5. Applicant's draft Tariff is attached as Exhibit IV. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services offered, and a list of rates associated with such services.

6. Applicant requests classification as a competitive telecommunications company within the State of Missouri, and that its services are classified as competitive. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application is in the public interest as it will allow greater price and service options for telephone users.

7. Applicant also respectfully requests, pursuant to Section 392.420 RSMo (Cum. Supp. 1992), that the Commission waive the application of the following rules and statutory provisions as it relates to the regulation of Applicant:

- 392.210.2 Establish Uniform System of Accounts for Annual reports
- 392.240(1) Setting just and reasonable rates
- 392.270 Ascertain Property values
- 392.280 Establish Depreciation accounts
- 392.290 Issuance of securities
- 392.300.2 Acquisition of stock
- 392.310 Issuance of stock and debt
- 392.320 Stock Dividend Payment
- 392.330 Issuance of securities, debts and notes
- 392.340 Reorganization(s)
- 4 CSR 240-10.020 Depreciation fund income
- 4 CSR 240-30.010(2)(C) Posting exchange rates at central offices.
- 4 CSR 240-33.030 Inform customers of lowest price
- 4 CSR 240-35 Reporting of bypass
- 4 CSR 240-30.040 Uniform System of Accounts

The above-referenced rules and statutory provisions have been waived as to other interexchange carriers in prior cases.

8. Applicant, pursuant to Section 386.570, Cum. Supp. 1992, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.

9. Correspondence or communications pertaining to this Application should be addressed to:

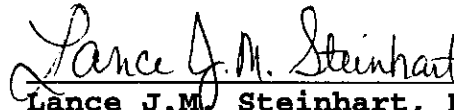
Lance J.M. Steinhart, Esq.
1720 Windward Concourse, Suite 250
Alpharetta, Georgia 30005
(770) 232-9200
(770) 232-9208 (Fax)

10. The Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application. No Commission annual reports or assessment fees are overdue.

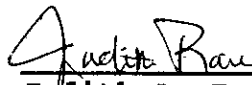
11. Grant of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. In addition, intrastate offering of these services is in the public interest because the services will provide Missouri customers with access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings. In particular, the public will benefit directly, through the use of the competitive services to be offered by Applicant, and indirectly, because the presence of Applicant in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Applicant, Econodial, LLC, respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company and that its services be classified as competitive. In addition Applicant requests a waiver of the above-referenced rules and statutory provisions.

Respectfully submitted,


Lance J.M. Steinhart, Esq. *by Charles Leary with express consent*
Attorney at Law
1720 Windward Concourse, Suite 250
Alpharetta, Georgia 30005
(770) 232-9200
Georgia Bar No. 678222

and


Judith A. Rau, Esq. *Charles Leary with express consent*
Rau & Rau
119 E. Mill Street
Waterloo, Illinois 62298
(618) 939-7186
Missouri Bar No. 24856

Attorneys for Applicant

ATTACHED EXHIBITS

- | | |
|-------------|---|
| Exhibit I | Missouri Secretary of State Authorization
And Articles of Organization |
| Exhibit II | Executive Officers' Qualifications and Experience |
| Exhibit III | Financial Information |
| Exhibit IV | Draft Tariff |

Exhibit I
Missouri Secretary of State Authorization
and
Articles of Organization

No. FL0066524

STATE OF MISSOURI



Matt Blunt
Secretary of State

CERTIFICATE OF REGISTRATION
FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,
ECONODIAL, LLC

using in Missouri the name
ECONODIAL, LLC

and existing under the laws of the State of NEW YORK
has filed with this state its application for registration and
WHEREAS this application for registration conforms to the
Missouri Limited Liability Company Act;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the
State of Missouri, by virtue of authority vested in me by law,
do certify and declare that on the 14th day of JUNE, 2002,
the above Foreign Limited Liability Company is duly authorized
to transact business in the State of Missouri
and is entitled to any rights granted
Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
14th day of JUNE, 2002.



\$105.00

Secretary of State

Exhibit II
Executive Officers' Qualifications and Experience

See attached Resumes

DAVID BINIACHVILI

1171 Ocean Parkway Boulevard, #5D
Brooklyn, NY 11230
(917) 903 0068

Summary: Experienced telecommunications CEO with extensive hands-on industry expertise and strong selling background

Professional background

2001 – present **EconoDial LLC** CEO

Owner of Long-distance and International Reseller focusing on Ethnic Markets in US Metropolitan areas. Has taken company from inception to a customer base of over 11,000 with projected gross revenues for the 1st year of operations in excess of \$1 million and a current staff of 19 employees. Combines detailed knowledge of industry, competitors and customer targeting to manage all carrier agreements, investor relations, advertising campaigns, strategic relationships and all material company decisions. Currently poised to expand into switching own traffic, expansion into additional language markets and related strategies to further continue development of the company.

1997-2001 **Viatel** Executive Director, VP of Sales

Developed the concept of Ethnic Marketing to selectively recruit customers with higher international phone usage thereby deriving higher average net income per customer. Used extensive knowledge of marketing and media channels to gain immediate substantial growth. Focused initially on the Russian language market, but with the evident success of the concept progressed to expand to also cover Polish, Chinese and Filipino markets. Owned the #1 market share of both Russian and Polish customers in the US. Reporting directly to the US President of Operations, expanded Department to over 35 directly controlled staff. Annual revenues by 2001 reached \$2.6million with over 110,000 customers contributing a substantial contribution to the company's net revenues. Honored by the Russian Consul General as Best Long Distance provider to the Russian Community in the US. Substantially enhanced customer service by building a multilingual call-center and overseeing hiring, training and trouble-shooting functions. Maintained high public profile via frequent TV/radio appearances and public speaking functions.

1993-1997 **Focus Electronics** Sales Manager

Sales Manager for major electronic goods specialist. Developed advertising and media strategies including radio, print and telemarketing leading to growth in sales revenues of over 300% over 4 years. Expanded into new product lines to achieve strong tie-in sales. Managed 13 sales staff plus a sophisticated mail-order department. Oversaw purchasing function maintaining strong relationships with both suppliers and end-users to optimize business flow and enhance profitability.

Educational background

Majored in Accounting at Institute of Finance and Economics, Kazan, Russia

In addition studied Business Administration at Baruch College, CUNY

Fluent in five languages: English, Russian, Georgian, Hebrew, Yiddish, plus spoken Spanish and Polish.

MICHAEL ROBINSON

75 Livingston Street, #6D, Brooklyn, NY 11201

(718) 260 9658

michaelrobinson@nme.com

PROFESSIONAL EXPERIENCE

ECONODIAL New York, NY Controller

2001 - present

- Overall responsibility for all financial, legal and HR-related functions for international telecom start-up company on target for achieving over \$1million in revenue in first year of operation. Manages all expenditures with particular emphasis on optimizing timing of cashflows. Produces financial reporting for both internal and external investor requirements and constantly evolves and flexes business projections. Liaises with major telecom suppliers to obtain optimal funding terms, lines of credit and related financial enhancements.
- Developed business plan from bottom-up including detailed financial forecasting, led roadshows to potential investors resulting in successful completion of seven-figure financing despite the ongoing negative economic environment.

VIATEL INC. New York, NY Director of Financial Analysis

2000 - 2001

- Managed global revenue reporting function for over \$750 million in annual sales, controlling full-time staff collating and reconciling data from multiple systems / financial entities in order to produce consolidated analyses by product, customer type and region for both internal and external reporting requirements. Identified and remedied weaknesses in the data collection process and ensured consistency of approach, particularly in relation to the integration of newly acquired businesses in the US and Europe and to evolving product lines.
- Responsible for the global budget function including preparation and consolidation, monthly variance analyses by country/business/division, ongoing flexed budget updates and other related management information and reporting.
- Performed in-depth analyses of reported revenue streams, identifying and monitoring key indicators in order to measure and enhance profitability and to target areas for improving growth. Supervised the preparation of all financial data for Board presentations including periodic reporting and recommendations on potential acquisitions, disposals and outsourcing.

GALLIUM DIGITAL New York, NY CFO / Co-owner

1998 - 1999

- Co-founder of Multimedia/Animation specialists providing outsourcing ability for high-end film, television and multimedia users in digital imaging techniques, with subsequent credits including several Hollywood films and major advertisers. Developed initial business plans and successfully obtained external financing. Established relationships with major suppliers, particularly of cutting-edge hard/software, and negotiated numerous deals in order to maximize production ability without adversely impacting cashflows. Managed all financial functions including revolving financial updates for internal and investor use.

WEST MERCHANT BANK LIMITED New York, NY Financial Controller

1995 - 1998

- Responsible for all financial aspects of the New York Agency carrying out over \$1.8 billion in trades annually with an annual operating expense base of over \$60 million. Controlled all local and overseas Head Office financial and management reporting, together with all Federal Reserve and NY State regulatory reporting.
- Managed annual budget process together with periodic updated forecasts. Responsible for all internal operations activities for accounts payable and receivable, general ledger maintenance, check processing, agency fee calculation and local taxation issues. Developed accounting policy and procedures manual, travel and expense reimbursement policies and internal control procedures for all US financial processes.
- Managed successful transition from Representative Office to Agency status. Member of key management team responsible for developing a comprehensive internal control infrastructure in order to meet the requirements of both the Federal Reserve and State of New York Banking Department - as a result achieved uniformly positive grades in all assessment categories for every year of operation.

WEST MERCHANT BANK LIMITED London, England Trading Controller

1993 - 1995

- Established and managed Middle Office function for a range of financial products, including \$1.5 billion Deferred Purchase Agreements portfolio, fixed and floating rate bonds, equities and new issues. Provided weekly data analyzing profitability, margin/limit usage, credit exposures and other relevant information to senior management.
- Responsible for the development of accounting and reporting procedures for new financial products and variations of existing products, together with the enhancement of control and accounting procedures. Consolidated the reporting and controlling of financial products onto central systems, thereby reducing reliance on less well-supported and dependable ancillary systems.

KPMG PEAT MARWICK *Hong Kong* **Deputy Manager**

1992 - 1993

- Managed audit relationships for wide range of premier US clients including Citibank, Credit Suisse First Boston and Revlon, in order to meet the requirements of both client reporting packages and all local audit regulations.
- Office Specialist for resolving US reporting, GAAP and SEC issues.
- Representative for Hong Kong Business Association to promote and maintain the firm's local business contacts.

PRICE WATERHOUSE *New York, NY* **Senior Auditor**

1989 - 1992

- Assigned to the permanent audit team for Chase Manhattan Bank. Focused on the management and co-ordination of the world-wide audit of the entire Chase loan portfolio for all types of credit exposure including business and commercial real estate lending, credit card & mortgage portfolios and emerging markets debt, with particular emphasis on the adequacy of the reserves for loan losses with regard to the deteriorating economic outlook.
- Responsible for reviewing all loan-related disclosures in Chase's 10-K, 10-Q and other SEC filings.

ERNST & WHINNEY *London, England* **Auditor**

1986 - 1989

- Member of UK audit group with major blue-chip client base in banking and manufacturing

EDUCATION AND PROFESSIONAL QUALIFICATIONS

Chartered Accountant (higher UK equivalent of US CPA) Institute of Chartered Accountants of England & Wales. First-time passes at all levels.

University of Birmingham *Birmingham, England* Honors degree in Finance and Accounting.
Awarded Peat Marwick and Coopers & Lybrand Achievement Prizes

UK Passport holder / US Green Card Holder

Exhibit III
Financial Information

ECONODIAL LLC

Balance Sheet 3/31/02

	\$		\$
Cash at Bank	210,537	Capital contribution	740,019
Fixed assets	125,799	P&L	(306,434)
Lease deposit	10,000	Accrued liabilities	10,000
Receivables	97,248		
	<u>\$443,584</u>		<u>\$443,584</u>

Please note that this excludes around \$250,000 in Fixed Assets as we acquired a substantial amount of assets and set-off the proceeds on those we chose to sell at advantageous prices against the book cost of the remaining assets.

In addition please note that we have committed but currently undrawn down funding of over \$350,00 to ensure our cashflow requirements are met through the point where we anticipate profitability.

Profit and loss - Q1 2002

	\$
Revenues:	
Gross billings	576,500
Carrier costs	345,900
Net revenue	<u>230,600</u>

Expenses:

Employee expenses	229,335
Advertising & Promotion	129,331
Rent & utilities	43,908
Professional services	19,942
Communications	19,532
Travel and entertainment	5,308
Office expenses	3,049
Other	345
	<u>417,384</u>

Net loss for quarter	<u><u>(186,784)</u></u>
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Comments: our expense base is tightly-controlled and is projected to remain at this level.
Revenue base is growing rapidly and as a result we are projecting to become cash-flow positive within 6 months.

Exhibit IV
Draft Tariff

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

ECONODIAL, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Econodial, LLC ("Econodial"), with principal offices at 3611 Fourteenth Avenue, Brooklyn, New York 11218, toll free telephone number (888) 958-6300. This tariff applies for services furnished within the State of Missouri for business and residential service. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Econodial, LLC, operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

DATE OF ISSUE: June 24, 2002

DATE EFFECTIVE: August 3, 2002

David Biniachvili, CEO
3611 Fourteenth Avenue
Brooklyn, New York 11218

WAIVER OF RULES AND REGULATIONS

392.210.2 Establish Uniform System of Accounts for Annual reports
392.240(1) Setting just and reasonable rates
392.270 Ascertain Property values
392.280 Establish Depreciation accounts
392.290 Issuance of securities
392.300.2 Acquisition of stock
392.310 Issuance of stock and debt
392.320 Stock Dividend Payment
392.330 Issuance of securities, debts and notes
392.340 Reorganization(s)
4 CSR 240-10.020 Depreciation fund income
4 CSR 240-30.010(2)(C) Posting exchange rates at central offices.
4 CSR 240-33.030 Inform customers of lowest price
4 CSR 240-35 Reporting of bypass
4 CSR 240-30.040 Uniform System of Accounts

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Brooklyn, New York 11218

ECONODIAL, LLC

P.S.C. MO. TARIFF NO. 1

ORIGINAL SHEET 3

RESERVED FOR FUTURE USE

DATE OF ISSUE: June 24, 2002 DATE EFFECTIVE: August 3, 2002
David Biniachvili, CEO
3611 Fourteenth Avenue
Brooklyn, New York 11218

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Brooklyn, New York 11218

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 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 page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient 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).(1)

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Brooklyn, New York 11218

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

DATE OF ISSUE: June 24, 2002 DATE EFFECTIVE: August 3, 2002

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Brooklyn, New York 11218

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Missouri Public Service Commission.

Company or Econodial - Used throughout this tariff to mean Econodial, LLC, a New York Limited Liability Company.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card 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.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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David Biniachvili, CEO
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Brooklyn, New York 11218

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

Prepaid Calling Card - A card issued by the Company, containing an Authorization 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.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

Telecommunications - 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.

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

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3611 Fourteenth Avenue
Brooklyn, New York 11218

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Missouri. 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 shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company 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 the Company.
- 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; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 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 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 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 Services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff, as set forth in Section 2.5.1 of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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.
- 2.3.5 The Company 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. This provision shall not exempt the Company from liability for the gross negligence, recklessness or intentional acts or omissions of Company, its agents and employees.
- 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, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with facilities or services, that the signals emitted into network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A Nonpayment of a delinquent charge except for basic local exchange service;
 - 2.5.1.B Failure to post a required deposit or guarantee;
 - 2.5.1.C Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
 - 2.5.1.D Failure to comply with terms of a settlement agreement;
 - 2.5.1.E Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;
 - 2.5.1.F Material misrepresentation of identity in obtaining telecommunications company service; or
 - 2.5.1.G As provided by state or federal law.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance.

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services upon reasonable notice in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Traffic to certain NXX exchanges, or calls using certain Customer authorization codes, may be blocked when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

Please also see Section 3.2 of this tariff.

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2.7 Restoration of Service

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

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. A late fee of 1.5% per month will be assessed upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 Reserved for Future Use.

2.11 Reserved for Future Use**2.12 Taxes**

All federal, state and local taxes, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. All charges other than taxes and franchise fees shall be submitted to the Commission for prior approval.

2.13 Taxes and Fees for Prepaid Calling Cards

The prepaid calling card rate does not include federal excise tax or state and local taxes which are required to be paid at the point of sale. The tariffed rate does include state and local sales taxes, which are required to be paid on usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, 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 tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

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

3611 Fourteenth Avenue
Brooklyn, New York 11218
(888) 958-6300

Any objection to billed charges should be reported promptly to the Company. A dispute must be registered with the Company prior to the delinquent date of the charge, and the Customer must provide the disputed call details and the basis for any requested adjustment. Adjustments to Customers' bills 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If the Company cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint.

If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:
Missouri Public Service Commission

200 Madison Street
Jefferson City, Mo 65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:
Missouri Office of Public Counsel
200 Madison Street, 6th floor
Jefferson City, Missouri 65102

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Service Offerings**3.4.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.4.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.4.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.4.4 The Company Prepaid Calling Cards

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

All calls must be charged against 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.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company 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 Company Prepaid Calling Card is insufficient to continue the call.

A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company 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.

Credit allowances for calls pursuant to the Company 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.

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.

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

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3.4.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. The company will not provide, nor bill, for operator services.

3.4.6 Reserved for Future Use.

3.4.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.8 Promotional Offerings

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments

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4.3 Toll Free Service

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards**Program (to be determined by distributor)**

A	\$.015	Per Telecom Unit
B	\$.019	Per Telecom Unit
C	\$.025	Per Telecom Unit
D	\$.029	Per Telecom Unit
E	\$.032	Per Telecom Unit
F	\$.035	Per Telecom Unit
G	\$.039	Per Telecom Unit
H	\$.049	Per Telecom Unit
I	\$.05	Per Telecom Unit
J	\$.059	Per Telecom Unit
K	\$.06	Per Telecom Unit
L	\$.08	Per Telecom Unit
M	\$.09	Per Telecom Unit
N	\$.10	Per Telecom Unit
O	\$.11	Per Telecom Unit
P	\$.12	Per Telecom Unit
Q	\$.13	Per Telecom Unit
R	\$.14	Per Telecom Unit
S	\$.15	Per Telecom Unit
T	\$.19	Per Telecom Unit
U	\$.20	Per Telecom Unit
V	\$.25	Per Telecom Unit
W	\$.29	Per Telecom Unit
X	\$.30	Per Telecom Unit
Y	\$.33	Per Telecom Unit
Z	\$.35	Per Telecom Unit
AA	\$.39	Per Telecom Unit
BB	\$.40	Per Telecom Unit
CC	\$.50	Per Telecom Unit
DD	\$.005	Per Telecom Unit
EE	\$.01	Per Telecom Unit
FF	\$.07	Per Telecom Unit

A \$.99 per call service charge applies.

A one-time maintenance fee of \$1.00 applies after the 1st call.

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ECONODIAL, LLC

P.S.C. MO. TARIFF NO. 1

ORIGINAL SHEET 31

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$25.00

4.7 Reconnection Charge

\$25.00

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4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.9 Payphone Dial Around Surcharge

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXXX access code calls, including any toll free 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; or calls placed from stations other than a pay telephone.

Surcharge Rate

\$0.50 per call

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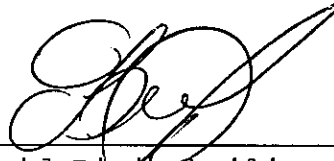
State of New York

County of King

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VERIFICATION

I, David Biniachvili, being duly sworn, declare that I am the CEO of Econodial, LLC, the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



David Biniachvili
CEO

Sworn to before me, the undersigned Notary Public on this
21st day of may, 2002.


Notary Public

Malider Ramos
Print or Type Name

My commission expires:

MALIDER RAMOS
Notary Public, State of New York
No. 24-01RA5000764
Qualified in Kings County
Commission Expires August 17, 2002

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Application for Certificate of Service Authority to Provide Interexchange Telecommunications Services Within the State of Missouri on the following parties, in accordance with the Commission rules:

Office of the Public Counsel
P. O. Box 7800
Jefferson City, MO 65102

General Counsel
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Dated this 21st day of June, 2002.

Lance J. M. Steinhart
Lance J.M. Steinhart *by Charlotte Day*
Georgia Bar No. 678222 *with express*
Consent

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