

NEW APPLICATION



0000037450

BEFORE THE ARIZONA CORPORATION COMMISSION

JAMES M. IRVIN
CHAIRMAN

RENZ D. JENNINGS
COMMISSIONER

CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF THE APPLICATION
AND PETITION OF ALLCOM USA, A GENERAL
PARTNERSHIP, FOR A CERTIFICATE OF
CONVENIENCE AND NECESSITY TO PROVIDE
COMPETITIVE INTERLATA/INTRALATA RESOLD
TELECOMMUNICATIONS SERVICES
EXCEPT LOCAL EXCHANGE SERVICES

Docket No. T-03600A-98-0411

APPLICATION FOR AUTHORITY TO RESELL TELECOMMUNICATIONS SERVICES

The application of AllCom USA respectfully shows that: Applicant requests permission to establish service under the provisions of Arizona Statutes for the resale of long distance in the state of Arizona.

WHEREFORE, applicant requests that the Arizona Corporation Commission enter its order granting the certification of permit prayed for.

RESPECTFULLY SUBMITTED this 6th day of July, 1998.

AllCom USA

Mike Petrillo,
President, AllCom USA,
9007 Arrow Route, Suite 220,

Arizona Corporation Commission
DOCKETED

JUL 22 1998

DOCKETED BY

**ACC - DOCKET CONTROL
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JUL 22 1998

DOCUMENTS ARE SUBJECT TO
REVIEW BEFORE ACCEPTANCE
AS A DOCKETED ITEM.

NEW APPLICATION

FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Competitive Intrastate Telecommunication Services as a Reseller

Mail original plus 10 copies of completed application to ~~Arizona Corporation Commission~~

DOCKETED

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

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If you have current applications pending in Arizona as
an Interexchange reseller, AOS provider, or as the
provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____

Docket No. T-03600A-98-0411

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

AllCom USA
9007 Arrow Route, Suite 220,
Rancho Cucamonga, CA 91730-4400
800-425-5266

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:

d.b.a.? AllCom, AllCom International

(A-3) The name, address, telephone number (including area code) and facsimile number of the management contact:

Mike Petrillo, President
9007 Arrow Route, Suite 220,
Rancho Cucamonga, CA 91730-4400
Bus: 800-425-5266, Fax: 888-525-5266

(A-4) The name, address and telephone of the attorney, if any, representing the applicant:

(A-5) What type of legal entity is the applicant?

- Sole proprietorship
- Partnership: ___ limited, **X** general, ___ Arizona, ___ Foreign
- Limited liability company
- Corporation: ___ "S"; ___ "C", ___ non-profit, ___ Arizona, ___ Foreign
- Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

See ATTACHMENT A

(A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona.

NO

2. If the answer to 1. is "yes", identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.

3. If the answer to 1. is "no, when does your company plan to begin reselling service in Arizona?

July 1st, 1998

(A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "illustrative Tariff/Price List Example" attached. Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

See ATTACHMENT B.

(A-9) The geographic market to be served is:

Statewide

Other. Describe and provide a map depicting the area.

(A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

None

(A-11) Provide the name, address, and telephone number of the company's complaint contact person.

Aliece Gibson, Office Manager,
9007 Arrow Route, Suite 220,
Rancho Cucamonga, CA 91730-4400
Bus: 800-425-5266, Fax: 888-525-5266

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

None

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

NO

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

NO

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated?

NO

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

NO

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section.

Telehub Network Services, Walnut Creek, Ca.

Include "Attachment C." Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

(B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 10XXX access, if your system becomes non-operational?

Yes.

C. Financial Information

(C-1) Include "Attachment D", Attachment D should provide copies of the following audited financial information for the most recent two years for all Arizona operations. Check boxes indicating items attached.

N/A

- current intrastate balance sheet
- current intrastate income statement
- current intrastate cash flow statement
- Other financial information evidencing financial resources.

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

MERLO

(Signature of Authorized Representative)

July 6, 1998

(Date)

Mike Petrillo

(Print Name of Authorized Representative)

President

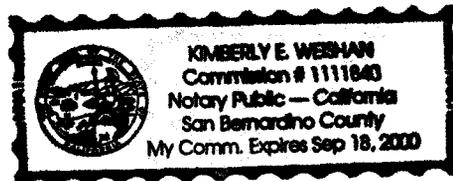
(Title)

SUBSCRIBED AND SWORN to before me this 6 day of July, 1998

Kimberly E. Weshan

NOTARY PUBLIC

My Commission Expires Sept. 18, 2000



ATTACHMENT "A"

1. List of Owners
 - 1.1 John Cheney, Fifty Percent (50%)
 - 1.2 Mike Petrillo, Fifty Percent (50%)

Dated: May 20, 1998

ATTACHMENT "B"

TARIFF / PRICE LIST

Sheet: 1

ORIGINAL

Arizona Tariff No.: 1

AllCom USA

d/b/a: AllCom, AllCom International

(Acceptance Stamp)

AllCom USA
d/b/a: AllCom, AllCom International
9007 Arrow Route, Suite 220,
Rancho Cucamonga, CA 91730-4400

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This Tariff/Price List contains the descriptions, regulations and rates applicable to the reselling of service for InterLATA and IntraLATA long distance provided by AllCom USA. This Tariff/Price List applies for services within the state of Arizona. This Tariff/Price List is on file with the Arizona Public Utility Commission and copies may be inspected, during normal business hours, at AllCom USA' administration office, 9007 Arrow Route, Suite 220, Rancho Cucamonga, CA 91730-4400.

Issued: 29, June 1998

Effective: 1, August 1998

By: Mike Petrillo, President

Sheet: 2

ORIGINAL

Arizona Tariff No.: 1

AllCom USA

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CHECK SHEET

The sheets listed below, which are 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 page.

<u>SHEET NO.</u>	<u>REVISION</u>	<u>EFFECTIVE DATE</u>
Sheet 1	Original	1 August 98
Sheet 2	Original	1 August 98
Sheet 3	Original	1 August 98
Sheet 4	Original	1 August 98
Sheet 5	Original	1 August 98
Sheet 6	Original	1 August 98
Sheet 7	Original	1 August 98
Sheet 8	Original	1 August 98
Sheet 9	Original	1 August 98
Sheet 10	Original	1 August 98
Sheet 11	Original	1 August 98
Sheet 12	Original	1 August 98
Sheet 13	Original	1 August 98
Sheet 14	Original	1 August 98
Sheet 15	Original	1 August 98
Sheet 16	Original	1 August 98
Sheet 17	Original	1 August 98
Sheet 18	Original	1 August 98
Sheet 19	Original	1 August 98
Sheet 20	Original	1 August 98
Sheet 21	Original	1 August 98
Sheet 22	Original	1 August 98
Sheet 23	Original	1 August 98
Sheet 24	Original	1 August 98
Sheet 25	Original	1 August 98

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By: Mike Petrillo, President

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By: Mike Petrillo, President

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Arizona Tariff No.: 1

AllCom USA
d/b/a: AllCom, AllCom International

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SECTION 1

1. CONTACT INFORMATION

1.1. Customer support, complaints, bill inquiry, new service or disconnect requests:

AllCom USA,
9007 Arrow Route, Suite 220,
Rancho Cucamonga, CA 91730-4400
Bus: (800) 425-5266
Fax: (888) 526-5266

1.2. Commission Contact - Tariff Information:

AllCom USA,
Mike Petrillo,
9007 Arrow Route, Suite 220,
Rancho Cucamonga, CA 91730-4400
Bus: (800) 425-5266
Fax: (888) 526-5266

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SECTION 2

2. SYMBOLS

2.1. The following symbols are used for the purposes indicated below:

- D - Delete or discontinued
- I - Increase in rate or charge
- M - Moved from another tariff location
- N - New
- R - Decrease in rate or charge
- T - Change in text, but no change in rate or charge or regulation
- C - Change in regulation

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SECTION 3

3. TRACKING AND NUMBERING

3.1. Check Sheets.

When a tariff/price sheet filing is made an updated check sheet accompanies the filing. The Check Sheet list the sheets contained in the tariff filing with across reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

3.2. Sheet Numbering.

Sheet numbers appear in the upper left corner of each page. Sheets are numbered sequentially. However, new sheets are occasionally added 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 6 and 7 would be 6.1.

3.3. Sheet Revision Numbers.

These numbers also appear in the upper left corner of each page and are used to determine the most current sheet version on file. For example, the 4th revised Sheet 6 cancels the 3rd revised Sheet 6. Because of various suspension periods, deferrals, etc., the most current sheet number on file is not always the tariff page in effect. Consult the check sheet for the sheet currently in effect.

3.4. Paragraph Number Sequence.

There could be several levels of paragraph coding. Each level of coding is subservient to its next higher level.

(Example) 2.
2.1
2.1.1
2.1.1.1

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SECTION 4

4. SERVICE AREA

4.1. Within the state boundaries of Arizona.

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By: Mike Petrillo, President

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SECTION 5

5. TECHNICAL TERMS

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 Carrier's location or switching center.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Company or Carrier – AllCom USA, d/b/a/ AllCom, AllCom International

Customer – The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Facility Based Carrier – Company that AllCom USA buys access and minutes from.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as low dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access and Transport Area, LATA – A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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SECTION 5 (CONT'D)

Measured Charge – A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interchange call.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A postpaid calling card issued by Carrier which allows Customers to make telephone calls. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill.

Reseller/Rebiller - An entity (AllCom USA) buying access or minutes from a facilities based carrier and the reselling the access or minutes to the public under the rebillers name.

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SECTION 6

6. RULES AND REGULATIONS

6.1. Application of Tariff

- 6.1.1. This Tariff contains the regulations and rates applicable to intrastate toll resale telecommunications services provided by Carrier to business and residential customers for telecommunications between points within the state. Carrier's services are furnished subject to the terms and conditions of this Tariff.
- 6.1.2. Carrier chooses to adopt and comply with all the billing, termination and collections rules and practices set forth by the State Governing Body.
- 6.1.3. Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) of underlying common carriers.
- 6.1.4. The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 6.1.5. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

6.2. Use of Services

- 6.2.1. Carrier'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 service.
- 6.2.2. The use of Carrier'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.
- 6.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 6.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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SECTION 6 (CONT'D)

6.2.5. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

6.3. Liability of Carrier

- 6.3.1. Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 6.3.2. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.
- 6.3.3. The liability of the Carrier for any loss of damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 6.3.4. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 6.3.5. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation of removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.

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SECTION 6 (CONT'D)

- 6.3.6. Carrier shall not be liable for any failure of performance due to causes beyond it's control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 6.3.7. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 6.3.8. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

6.4. Responsibilities of the Customer

- 6.4.1. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 6.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 6.4.3. The Customer is responsible for payment of the charges set forth in this Tariff.
- 6.4.4. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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SECTION 6 (CONT'D)

6.4.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that 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. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five-(5) days written notice, via first class U.S. Mail terminate the Customer's service.

6.4.6. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

6.4.7. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

6.4.8. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier arising in connection with the provision of service by Carrier.

6.5. Cancellation or Interruption of Service

6.5.1. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 6.5.1.2.

6.5.1.1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,

6.5.1.2. For violation of any of the provision of this Tariff.

6.5.1.3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or

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SECTION 6 (CONT'D)

6.5.1.4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

6.5.2. Procedures for discontinuance of existing service:

6.5.2.1. Carrier may discontinue service without notice for any of the following reasons:

6.5.2.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

6.5.2.1.2. If a Customer uses Carrier's services in a manner to violate the law.

6.5.2.2. In all other circumstances, Carrier will provide the Customer with written notice via first class US Mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

6.5.3. Without incurring liability, Carrier may interrupt the provision of service at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation and Carriers equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

6.5.4. Services may be discontinued by Carrier, without notice to the customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of it's service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

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By: Mike Petrillo, President

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ORIGINAL

Arizona Tariff No.: 1

AllCom USA

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SECTION 6 (CONT'D)

6.6. Billing Arrangements

- 6.6.1. Customers will either be billed directly by Carrier or its intermediary, or charges will be included in the Customers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 6.6.2. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.
- 6.6.3. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

6.7. Validation of Credit

- 6.7.1. Carrier reserves the right to validate the credit worthiness of Customers.

6.8. Contested Charges

- 6.8.1. All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:
- 6.8.2. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
- 6.8.3. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Department.

6.9. Billing Entity Conditions

- 6.9.1. When local exchange telephone companies, or others perform billing functions on behalf of Carrier, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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SECTION 6 (CONT'D)

6.10. Deposits

6.10.1. Carrier does not require a deposit from the Customer.

6.11. Advanced Payments

6.11.1. For customers whom the company feels advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) months estimated charges as an advanced payment for service. This will be applied against the next month's charges and if necessary a new advanced payment will be collected for the next month.

6.12. Taxes

6.12.1. All state, local and federal taxes are billed as separate items and are not included in the quoted rates.

6.13. Promotions

6.13.1. Carrier will, from time to time, offer promotional services with the approval of the Department via a tariff filing. All promotions will have a specific starting and ending date.

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SECTION 7

7. DESCRIPTION OF SERVICE

7.1. Services are offered to subscribers on a monthly basis.

7.2. Services are offered twenty-four hours a day.

7.3. Service agreement is in effect for a minimum of thirty days.

7.4. Service is available to both commercial and residential customers.

7.5. Timing of Calls

7.5.1. The customer's long distance usage charge is based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage on the network. Chargeable time ends when either party "hangs on" thereby releasing the network connection.

7.6. Billing Increments

7.6.1. Switched Residential Service (Outbound and Inbound)

7.6.1.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds and is measured thereafter in one (1) second increments.

7.6.2. Switched Business Service (Outbound and Inbound)

7.6.2.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is thirty (30) seconds and is measured thereafter in one (1) second increments.

7.6.3. Dedicated Business Service (Outbound and Inbound)

7.6.3.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds and is measured thereafter in one (1) second increments.

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SECTION 7 (CONT'D)

7.6.4. Calling Card Service

7.6.4.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in one (1) second increments.

7.7. Per Call Billing Charges

7.7.1. Billing will be rounded up to the nearest penny for each call.

7.8. Uncompleted Calls

7.8.1. There shall be no charges for uncompleted calls.

7.9. Calculation of Distance

7.9.1. There shall be no need for calculation for distance, the per minute rates are not mileage sensitive, the per minute rates are flat rate priced, a.k.a. Postalized rates.

7.10. Service Offerings

7.10.1. Long Distance Toll (Outbound)

AllCom USA' outbound long distance service is offered to residential and business customers. The service permits direct dialed outward calling at a single per minute rate 24 hours a day. Service is provided from presubscribed, Dedicated or shared Feature Group D access lines. Calls are billed in one-second increments after an initial start up time of 60 seconds for residential, 30 seconds for business and 6 second for dedicated access. No minimum monthly billing usage requirements apply. A five-dollar (\$5) monthly recurring charge applies, but may be reduced or waived by Carrier.

7.10.2. 800/877/888 Toll Free Service (Inbound)

AllCom USA' inbound toll free service is offered to residential and business customers. The service permits direct dialed inbound calling at a single per minute rate 24 hours a day. Service is provided from presubscribed, Dedicated or shared access lines. Calls are billed in one-second increments after an initial start up time of 60 seconds for residential, 30 seconds for business and 6 second for dedicated access. No minimum monthly billing usage requirements apply. A ten-dollar (\$10) monthly recurring charges apply which may be reduced or waived by Carrier.

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SECTION 7 (CONT'D)

7.10.3. Calling Card Service

Calling Card Service is a post-paid calling card service offered to residential and business customers who subscribe to AllCom USA' Long Distance and or Toll Free service calling plan. Customers using the calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card at a single per minute rate 24 hours a day. Calls are billed in one-second increments after an initial start up time of 60 seconds (1 minute). A per call surcharge will be applied to each call made from the calling card. No minimum monthly billing or monthly recurring charges apply.

7.10.4. Operator Service

The Company directly does not offer Operator Services to the customer.

7.11. Notices

7.11.1. AllCom USA will give at least 10 days notice to customers and the Governing Party before increasing rates or other charges. The notice to customers will be either individual notice or a public notice in the newspapers in AllCom, USA' service areas.

7.11.2. No notice will be given if rates and/or charges are to be reduced.

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SECTION 8

8. MAXIMUM RATES AND CHARGES

8.1. Usage Rates

- 8.1.1. Per minute rates are flat rate priced, not mileage sensitive, a.k.a. Postalized rates, and are flat rated (same rate), 24 hours a day, 7 days a week.
- 8.1.2. A 2¢ per minute surcharge may be applied to each long distance and/or toll free minute originating from a customer located outside of a RBOC (Non-RBOC) service area.
- 8.1.3. AllCom USA reserves the right to lower the price of any monthly fee, or waive any monthly fee completely, on a per account basis and reserves the right to apply a discount up to 50% off any per minute rate on any individual service, on a per account basis.

8.2. AllCom USA' Outbound Long Distance Service

- 8.2.1. Maximum 18¢ per minute.
- 8.2.2. Maximum \$5 per month fee.

8.3. AllCom USA' Inbound Toll Free Service

- 8.3.1. Maximum 18¢ per minute.
- 8.3.2. Maximum \$10 per month fee.

8.4. AllCom USA' Calling Card Service

- 8.4.1. Maximum 40¢ per minute.
- 8.4.2. Maximum per call surcharge, 50¢ per call.

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SECTION 9

9. CURRENT RATES AND CHARGES

9.1. Usage Rates

- 9.1.1. Per minute rates are flat rate priced, not mileage sensitive, a.k.a. Postalized rates, and are flat rated (same rate), 24 hours a day, 7 days a week.
- 9.1.2. A 2¢ per minute surcharge may be applied to each long distance and/or toll free minute originating from a customer located outside of a RBOC (Non-RBOC) service area.
- 9.1.3. AllCom USA reserves the right to lower the price of any monthly fee, or waive any monthly fee completely, on a per account basis and reserves the right to apply a discount up to 50% off any per minute rate on any individual service, on a per account basis.

9.2. AllCom USA Outbound Long Distance

9.2.1. Plan "A"

12.5¢ per minute with a \$3 per month fee.

9.2.2. Plan "B"

12¢ per minute with a \$3 per month fee.

9.2.3. Plan "C"

11.5¢ per minute with a \$3 per month fee.

9.2.4. Plan "D"

11¢ per minute with a \$3 per month fee.

9.2.5. Plan "E"

10.5¢ per minute with a \$3 per month fee.

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SECTION 9 (CONT'D)

9.3. AllCom USA Inbound Toll Free Service

9.3.1. Plan "A"

12.5¢ per minute with a \$5 per month fee.

9.3.2. Plan "B"

12¢ per minute with a \$5 per month fee.

9.3.3. Plan "C"

11.5¢ per minute with a \$5 per month fee.

9.3.4. Plan "D"

11¢ per minute with a \$5 per month fee.

9.3.5. Plan "E"

10.5¢ per minute with a \$5 per month fee.

9.4. AllCom USA Calling Card

9.4.1. Plan "A"

22¢ per minute with a 35¢ per call surcharge.

9.4.2. Plan "B"

21¢ per minute with a 35¢ per call surcharge.

9.4.3. Plan "C"

20¢ per minute with a 35¢ per call surcharge.

9.4.4. Plan "D"

19¢ per minute with a 35¢ per call surcharge.

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SECTION 9 (CONT'D)

9.4.5. Plan "E"

9¢ per minute with a 35¢ per call surcharge.

9.5. AllCom USA Dedicated Service

9.5.1. Plan "A"

9¢ per minute with a 35¢ per call surcharge.

9.5.2. Plan "B"

8.5¢ per minute with a 35¢ per call surcharge.

9.5.3. Plan "C"

8¢ per minute with a 35¢ per call surcharge.

9.5.4. Plan "D"

7.5¢ per minute with a 35¢ per call surcharge.

9.5.5. Plan "E"

7¢ per minute.

9.6. Payment of Calls

9.6.1. Late Payment Charges

9.6.1.1. Interest charges of 1.5% per month or, up to the maximum allowable by law will be assessed on all unpaid balances more than thirty (30) days old.

9.6.2. Returned Check Charges.

9.6.2.1. A return check charge of \$25 or, up to the maximum allowable by law will be assessed for checks returned for insufficient funds. Additional, any and all late charges will be assessed if payment if applicable.

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SECTION 9 (CONT'D)

9.6.3. Declined Credit Cards.

9.6.3.1. A charge of \$10 or, up to the maximum allowable by law will be assessed for credit card payment declines. Additional, any and all late charges will be assessed if payment if applicable.

9.7. The Restoration of Service

9.7.1.1. A reconnection fee of \$25 per occurrence or up to the maximum allowable by law is charged when service is re-established for customers who had been disconnected for non-payment.

9.8. Promotional Rates and Charges

9.8.1. Carrier will, from time to time, offer promotional rates or charges with the approval of the tariff filing. All promotions will have a specific starting and ending date.

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FUTURE USE

Issued: 29, June 1998

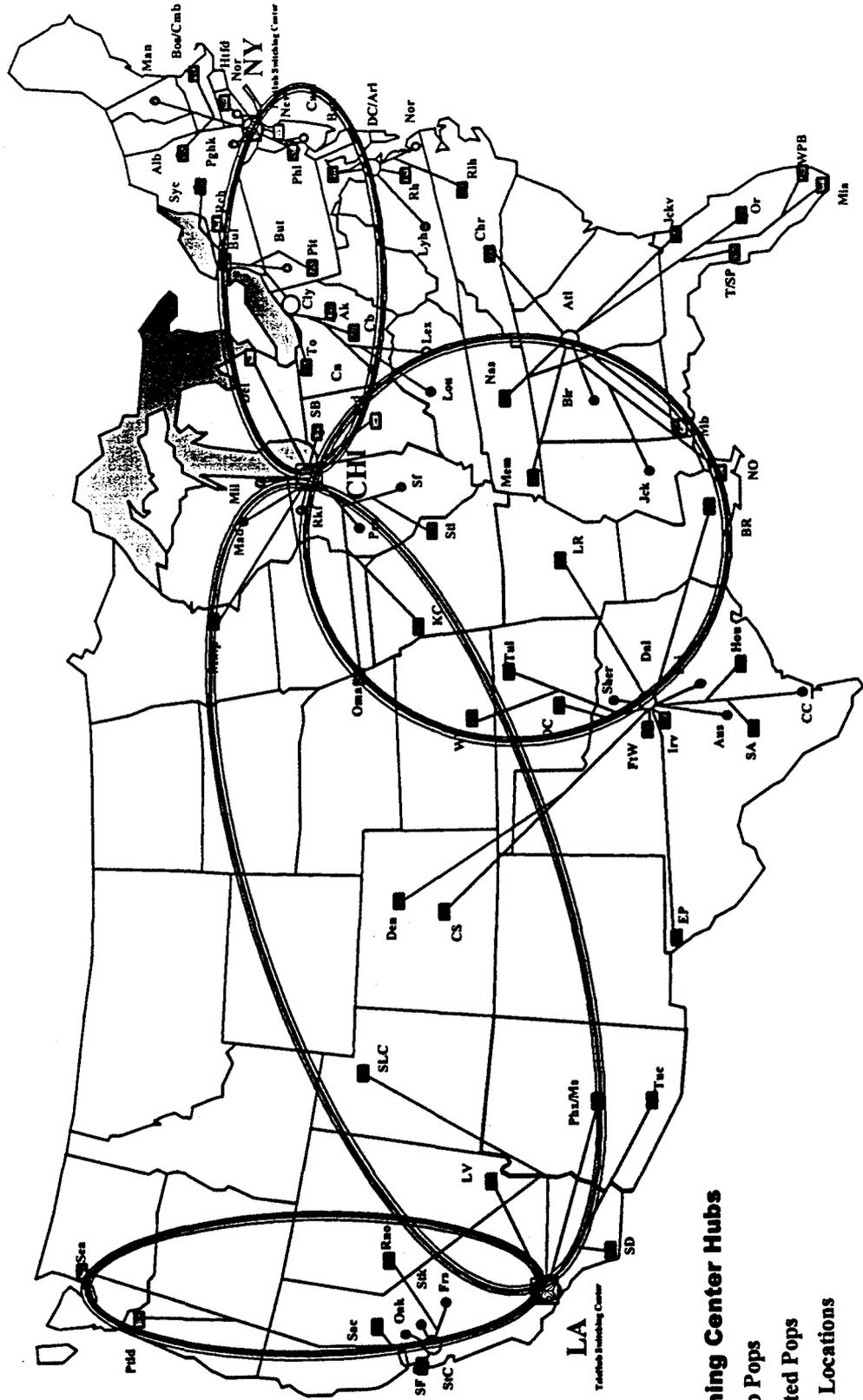
Effective: 1, August 1998

By: Mike Petrillo, President

ATTACHMENT "C"

Network Map

TNS VASP ATM/IP Network



- Switching Center Hubs**
- TeleHub Pops
 - Co-located Pops
 - Remote Locations



Contact Chuck Eckenberg at 1-800-TELEHUB for additional information

ATTACHMENT "D"

FINANCIAL INFORMATION FOR ARIZONA OPERATIONS

1. AllCom USA has No Arizona operations at this time. Projected time frame: August 15, 1998.

ATTACHMENT "E"

Certificate of Trade Name

STATE OF ARIZONA

Department of State

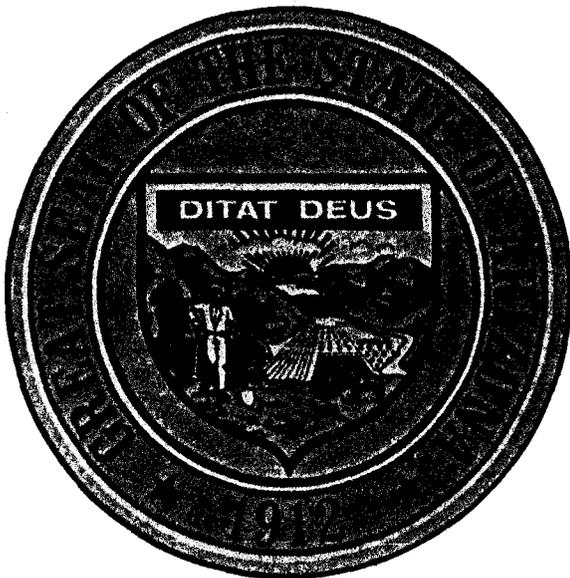


CERTIFICATE OF TRADE NAME follows:

ALLCOM USA

I, Betsey Bayless, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460.01, Arizona Revised Statutes, in behalf of:

MIKE PETRILLO
JOHN CHENEY
9007 ARROW ROUTE
SUITE 220
RANCHO CUCAMONGA, CA 91730-4400



Registration Date: June 24, 1998

Expiration Date: June 24, 2003

Date First Used: June 15, 1998

Trade Name No.: 194703

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 1st day of July, 1998.


BETSEY BAYLESS
Secretary of State



"Communications Solutions That Work"
9007 Arrow Route, Suite 220
Rancho Cucamonga, CA 91730 USA
E-mail: info@allcom.com
<http://www.allcom.com>
+1-909-989-2855 Fax +1-909-989-3224



July 15, 1998

Arizona Corporate Commission,
Docket Control Center,
Attn.: Connie
1200 West Washington Street,
Phoenix, Arizona 85007-2927

RE: INCOME STATEMENTS

Dear Connie,

Please find enclosed an original and eleven (11) copies of the most current Income Statements on AllCom. Hope this is what you are looking for.

Please acknowledge receipt of this filing by returning, file-stamped the extra copy in the self-addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Mike Petrillo at 1-800-425-5266. Thank you.

Sincerely,

Mike Petrillo,
President,
1-800-425-5266,
mpetrillo@allcom.com

1998 INCOME REPORT

01/01/1998 through 05/31/1998

<u>Category</u>	<u>Amount</u>
* INCOME *	
Business Income\AllCom Network Services	10,381.04
Business Income\ANS-REP	20.00
Business Income\Brooks Fiber	32,448.94
Business Income\Coastal Telephone	903.84
Business Income\Computer Purchase	6,129.97
Business Income\Web Site Hosting	4,370.25
Business Income\DK Solutions	3,592.55
Business Income\Frontier – Execuline/WCT	26,462.09
Business Income\Internet Dial-up Service	6,587.00
Business Income\Merchant Account	410.42
Business Income\Network Plus	2,689.11
Business Income\Pre-paid callback	2,100.00
Business Income\Qwest Communications	3,111.52
Business Income\TRS Pager	1,142.62
Business Income\Telegroup	38,018.95
<hr/>	
TOTAL INCOME	\$138,368.30

Profit & Loss Statement for the 12 months ending 12/31/1997

Income **\$280,398**

Expense

Advertising	\$1,585
Commissions	\$94,541
Insurance	\$1,033
Licenses	\$400
Office Expense	\$36,572
Office Supplies	\$3,053
Payroll	\$27,659
Payroll Expense	\$770
Postage	\$2,853
Printing	\$831
Rent	\$20,534
Subscriptions	\$402
Utilities/Telephone	\$16,132

TOTAL EXPENSE **\$206,365**

Net Profit **\$74,033**

1997 INCOME REPORT

01/01/1997 through 12/31/1997

<u>Category</u>	<u>Amount</u>
* INCOME *	
Business Income	505.35
Business Income\Alphacom	19.95
Business Income\ANS-REP	297.00
Business Income\Brooks Fiber	48,726.07
Business Income\Business Cards Purchase	43.00
Business Income\Coastal Telephone	176.80
Business Income\Computer Purchase	1,332.23
Business Income\Enrollment Fee	144.65
Business Income\F.A.D.D.	600.00
Business Income\FRONTIER - EXECULINE	88,175.50
Business Income\FRONTIER - WCT	51,497.09
Business Income\Hot Spot Tanning	4,900.00
Business Income\Internet dial-up service	107.80
Business Income\Merchant Account	578.00
Business Income\Network Plus	8,200.96
Business Income\Pre-paid callback	500.00
Business Income\Qwest Communications	1,640.00
Business Income\Recharge Callback Account	100.00
Business Income\TRS Pager	3.40
Business Income\Telegroup	71,891.06
Business Income\Travelcom	959.66
TOTAL INCOME	<u><u>\$280,398.52</u></u>

JIM IRVIN
COMMISSIONER-CHAIRMAN
RENZ D. JENNINGS
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER



JACK ROSE
EXECUTIVE SECRETARY

ARIZONA CORPORATION COMMISSION

July 22, 1998

Mike Petrillo
AllCom USA
9007 Arrow Route, Ste. 220
Rancho Cucamonga CA 91730-4400

RE: ALLCOM USA
ALLCOM / ALLCOM INTERNATIONAL

This letter will acknowledge receipt of your application for: Long Distance Reseller. The application was assigned the Docket No. of: T-03600A-98-0411. Please refer to this number when filing any additional information. After the Utilities Division Staff has completed their review of your application, you will be notified of the date, time and place of hearing, if a hearing is required.

Please note: For any future filings, we require an original plus 10 copies of ALL filings (this includes cover letters). Filings not meeting this requirement will be returned.

If you have any questions, you may contact me at (602) 542-3477.

Sincerely,

A handwritten signature in cursive script, appearing to read "Connie L. Northrop".

Connie L. Northrop
Docket Control Center