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OneLink APPLICATION
Communications, Inc.

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AZ CORP COMMISSION
DOCUMENT CONTROL

March 8, 2002

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

Via Federal Express

T-04089A-02-0174

Re: OneLink Communications, Inc.
Application and Petition for Certificate of Convenience
and Necessity to Provide Intrastate Telecommunications Services

Dear Sir or Madam:

Enclosed for filing, please find a Filings Cover Sheet and the original and ten (10) copies of OneLink Communications, Inc.'s *Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services* in the state of Arizona. Our initial tariff is included as Attachment B.

Thank you for your assistance. If you have any questions or comments, please do not hesitate to contact me at 954-724-5110.

Sincerely,

J.P. Pannell
Regulatory Administrator

Enclosures

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 10 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

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

Please indicate 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: _____

Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- Resold Long Distance Telecommunications Services (Answer Sections A, B, C).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, D, E)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

OneLink Communications, Inc.
8400 N. University Drive, Suite 204
Tamarac, FL 33321
Phone: 954-724-5110; Fax: 954-724-5174
Email: *corporate@onelink.com*

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Enrique Martinez, President,
OneLink Communications, Inc.
8400 N. University Drive, Suite 204
Tamarac, FL 33321
Phone: 954-724-5110; Fax: 954-724-5174
Email: *corporate@onelink.com*

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Office: 703-714-1300; Fax: 703-714-1330
Email: *mail@thlg.com*

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

R. J. Dias, Customer Service Manager
OneLink Communications, Inc.
8400 N. University Drive, Suite 204
Tamarac, FL 33321
Phone: 954-724-5110; Fax: 954-724-5174
Email: *rjdias@onelink.com*

(A-7) What type of legal entity is the Applicant?

- Sole proprietorship
- Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- Limited Liability Company: _____ Arizona, _____ Foreign
- Corporation: _____ "S", _____ "C", _____ Non-profit, _____ Arizona, X Foreign
- Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be Charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:

- Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant has been or if the Applicant is currently involved in any formal or informal complaint proceedings pending before any State or federal Regulatory Commission:

- Yes No

If "Yes", please provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

(A-12) Indicate if the Applicant has been or is currently involved in any civil or criminal investigations AND/OR had judgment entered against it in any civil matter or been convicted of any criminal acts related to the delivery of telecommunications services within the last five (5) years:

- Yes No

If "Yes", please provide the following information.

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No *Company does not collect advances or deposits.*

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

OneLink Communications does not collect any type of advance payment or deposit from its customers.
(See OneLink Arizona C.C. No. 1, Original Sheet No. 12)

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the services will be provided.

Prior to issuance of the CC&N, the Applicant must complete and submit an Affidavit of Publication Form. Refer to Attachment C - Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication).

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Qwest Communications

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Applicant has not been denied authority to offer telecommunications services in any state.
See Attachment C for a list of states in which Applicant is currently approved and has applications pending.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Applicant is currently obtaining LEC approvals and will begin sales in approved states in late March 2002.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes

No

If "No," explain why and give the date on which the Applicant began operations.

Applicant is a start-up company which was formed on January 9, 2001. Please see Attachment D, Proforma Profit and Loss Statement, which indicates anticipated sales.

(B-2) Include "Attachment D". See Attached.

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

N/A. Applicant has no parent company.

(B-4) The Applicant must provide the following information. See Attachment D.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

C. RESOLD LONG DISTANCE AND/OR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation

Yes No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

- Yes
- No

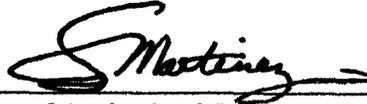
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

- Yes
- No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

- Yes
- No

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 (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. 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.



(Signature of Authorized Representative)

March 8, 2002

(Date)

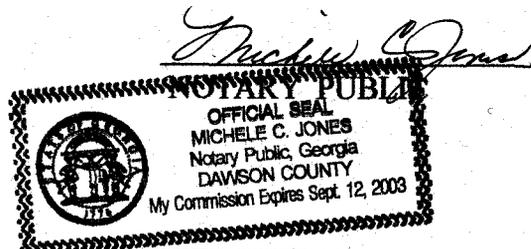
Enrique Martinez

(Print Name of Authorized Representative)

President

(Title)

SUBSCRIBED AND SWORN to before me this 8th day of March, 2002



My Commission Expires _____

ATTACHMENT A

CORPORATE INFORMATION

Arizona Certificate of Good Standing

Applicant has requested a Certificate of Good Standing from the Corporations Division and will forward upon receipt. Included with this Application is a print-out of Applicant's internet "Corporate Inquiry" page.

Officers and Directors

Enrique Martinez, Owner, President, Vice President, Director

100% Ownership

Arizona Corporation Commission
 State of Arizona Public Access System

03/08/2002

11:45 AM

Corporate Inquiry

File Number: F-1000114-5

Corp. Name: ONELINK COMMUNICATIONS, INC.

Domestic Address

8400 N UNIVERSITY DR #204

TAMARAC, FL 33321

Foreign Address

% CORPORATION SERVICE COMPANY

818 E OSBORN

PHOENIX, AZ 85014

Statutory Agent Information

Agent Name: CORPORATION SERVICE COMPANY

Agent Address:

818 E OSBORN RD

PHOENIX, AZ 85014

Agent Status: APPOINTED 09/21/2001

Agent Last Updated:

Officer and Director Information

Name:	ENRIQUE MARTINEZ
Title:	PRESIDENT/CEO
Address:	8400 N UNIVERSITY DR #204
	TAMARAC, FL 33321
Date Assigned: 09/21/2001	Last Updated: 10/09/2001
Name:	ENRIQUE MARTINEZ
Title:	SECRETARY

Address:	8400 N UNIVERSITY DR #204
	TAMARAC, FL 33321
Date Assigned: 09/21/2001	Last Updated: 10/09/2001

Additional Corporate Information

Business Type:	Corporation Type: BUSINESS
Incorporation Date: 09/21/2001	Corporate Life Period: PERPETUAL
Domicile: DELAWARE	County: MARICOPA
Approval Date: 09/21/2001	Original Publish Date: 12/12/2001

Annual Reports

Next Annual Report Due: 09/21/2002
No Annual Reports on File

Microfilm

Location	Entered	Description
1-1485-001-014	09/21/2001	APPLICATION FOR AUTHORITY
2-0294-038-029	12/12/2001	PUB OF APPL FOR AUTHORITY

Comments

DOMICILE ADDRESS IS: 2711 CENTERVILLE RD #400
WILMINGTON, DE 19808

- [Return to STARPAS Main Menu](#)
- [Return to A.C.C. Corporations Division Main Page](#)
- [Return to Arizona Corporation Commission Home Page](#)

ATTACHMENT B

ONELINK COMMUNICATIONS, INC. ARIZONA TARIFF

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by OneLink Communications, Inc. with principal offices at 8400 North University Drive, Suite 204, Tamarac, Florida 33321. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected during normal business hours. The address of the Arizona Corporation Commission is as follows:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

The name, address and telephone numbers for the officer of OneLink Communications, Inc. who is responsible for providing information with respect to the operating procedures of the Company is listed below.

Issued: March 8, 2002

Effective: April 8, 2002

**Enrique Martinez, President
OneLink Communications, Inc.
8400 N. University Drive, Suite 204
Tamarac, FL 33321
Phone: 954-724-5110**

CHECK SHEET

Sheets 1 through 19, 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 at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

Issued: March 8, 2002

Effective: April 8, 2002

Enrique Martinez, President
OneLink Communications, Inc.
8400 N. University Drive, Suite 204
Tamarac, FL 33321
Phone: 954-724-5110

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Issued: March 8, 2002

Effective: April 8, 2002

**Enrique Martinez, President
OneLink Communications, Inc.
8400 N. University Drive, Suite 204
Tamarac, FL 33321
Phone: 954-724-5110**

SYMBOLS SHEET

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

- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

Issued: March 8, 2002

Effective: April 8, 2002

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TARIFF FORMAT SHEETS

- A. Page 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 sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the A.C.C.. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the A.C.C. follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- 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).l.
 - 2.1.1.A.1.(a).l.(i).
 - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the A.C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the A.C.C.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line	A telephone line provided by local exchange carriers that connects a telephone or other communications device at a customer's location to OneLink's underlying carrier's telecommunications network switching center(s).
Authorization Code	A numerical code of four to eleven digits, one or more of which are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of OneLink Communications, Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.
A.C.C.	Arizona Corporation Commission
Carrier or Company	OneLink Communications, Inc.
Customer	The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.
Service Agreement	Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.
Rate Center	The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.
Underlying Carrier	The telecommunications carrier whole network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Arizona.

Issued: March 8, 2002

Effective: April 8, 2002

**Enrique Martinez, President
OneLink Communications, Inc.
8400 N. University Drive, Suite 204
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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within the state of Arizona.

The Company's services are available to its customers twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control; including, without limitation, for customer non-payment of charges, or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

Issued: March 8, 2002**Effective: April 8, 2002**

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SECTION 2 - RULES AND REGULATIONS, continued

2.3 Liabilities of the Company

- 2.3.1 The Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring the in course of furnishing the Company's Services, but not caused by its gross negligence or willful misconduct or that of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.3.2 Acceptance of the provisions of Section 2.3.1. by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.
- 2.3.3 The Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
 - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's services; and
 - (C) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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SECTION 2 – RULES AND REGULATIONS, continued**2.4 Interruption of Service**

- 2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1. herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within the customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2 No credit shall be allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4 No credit shall be allowed:
- (A) For failure of facilities of customer; or
 - (B) For failure of services or equipment caused by negligence or willful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.

Issued: March 8, 2002**Effective: April 8, 2002**

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SECTION 2 – RULES AND REGULATIONS, continued**2.4 Interruption of Service, continued**

- 2.4.7 Credits are applicable only to that portion of service interrupted.
- 2.4.8 For purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.
- 2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.4.10 The customer shall be credited for an interruption of two (2) hours or more at the rate of $1/729^{\text{th}}$ of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Arizona Corporation Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

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SECTION 2 – RULES AND REGULATIONS, continued**2.8 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.9 Collection of Charges

2.9.1 In the event Company incurs fees or expenses to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

2.9.3 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall be prosecuted in a court of competent jurisdiction of the Company's principal place of business. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five (5) business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

Issued: March 8, 2002**Effective: April 8, 2002**

**Enrique Martinez, President
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Phone: 954-724-5110**

SECTION 2 - RULES AND REGULATIONS, continued**2.10 Employee Concessions**

There are no employee concessions.

2.11 Specific Services

The Company does not currently offer any specific services for which conditions of eligibility apply.

2.12 Billing

The Company uses a billing agent which submits Company's bills to Company's customers through certified local exchange carriers' operative in Arizona.

2.13 Arbitration

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts issued on or after the effective date of this tariff provision shall be resolved through binding arbitration. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the Arizona Corporation Commission pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

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SECTION 2 - RULES AND REGULATIONS, continued**2.14 Limitation of Actions**

- 2.14.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tarified charges shall be begun within one (1) year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.14.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tarified rates shall be begun within one (1) year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one-year period of limitation, said period shall be extended to include one (1) year from the time the notice in writing is given by the Company to the claimant of his allowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.14.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one (1) year from the time the cause of action accrues, and not after. If on or before the period of limitation in Sections 2.14.1 or 2.14.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect of that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.
- 2.14.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 Usage Based Services**

The Company's charges are based on the actual usage of the Company's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are accessed and enabled, thereby ("connected") to receive the communication from the originating location on the network. Charges cease when the termination(s) is/are disconnected.

3.1.1 The customer's long distance usage charges is based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.

3.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up, but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.

3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

3.2 Calculation of Distance

Company's current services are not distance sensitive. Charges for all mileage-sensitive products will be based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 95% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICES, continued**3.4 Service Offerings****3.4.1 Long Distance Service**

Company's Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one (1) minute increments. No minimum monthly billing requirements apply.

3.4.2 800/888 (Inbound) Long Distance Service

Company's 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one (1) minute increments, with a six (6) second minimum call duration. No monthly recurring charges apply.

3.4.3 Calling Card Service

Company's Calling Card Service is a calling card service offered to residential and business customers who subscribe to the OneLink Long Distance Service calling plan. Customers using the Company's 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 Company's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies.

3.4.4 Directory Assistance

The Company provides standard directory assistance.

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SECTION 4 - RATES**4.1 1+ Outbound Services**

OneLink's rates for the Premier Rate Plan are time period sensitive. Peak hours are from 7:00 a.m. to 7:00 p.m. seven days per week. Off Peak hours are from 7:01 p.m. to 6:59 a.m. seven days per week. OneLink's rates for Rate Plans "Flat 10 Plan" and "Seven Cents All Day Plan" are effective 24 hours per day, 7 days per week.

4.1.1 "Premier" Rate Plan

"Premier" Rate Plan offers interLATA and intraLATA service. Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Maximum Usage Charge

Peak \$0.14/minute

Off Peak \$0.30/minute

Monthly Service Charge: \$5.95

4.1.2 "Flat 10 Plan"

Rate Plan "Flat 10 Plan" offers interLATA and intraLATA service. Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Maximum Usage Charge

Flat Fee \$0.10/minute

Monthly Service Charge: \$5.95

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SECTION 4 – RATES, continued**4.1.3 Rate Plan "Seven Cents All Day Plan"**

Rate Plan "Seven Cents All Day Plan" offers interLATA and intraLATA service. Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Maximum Usage Charge

Flat Fee \$0.07/minute

Monthly Service Charge: \$5.95

4.2 800/888/877 (Inbound) Long Distance Service

Charges for inbound services are time and distance insensitive and are billed in one (1) minute increments and rounded up to the next higher increment.

Maximum Usage Charge

\$0.20/minute
No surcharge or monthly fee.

4.3 Calling Card Service

Standard Calling Card service is offered at the following flat rate.

Maximum Usage Charge

\$0.24/minute
No surcharge or monthly service fee.

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SECTION 4 – RATES, continued

4.4 Remote Access Surcharge

A surcharge applies to all calls originated at pay phones using a service access code.

Maximum Usage Charge

\$0.30/minute

4.5 Directory Assistance Charge

\$0.85 per call

4.6 Payment of Calls

4.6.1 Late Payment Charges

A late payment charge of 1.5% per month will be assessed on all unpaid balances more than thirty (30) days old.

4.6.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.7 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

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SECTION 4 – RATES, continued**4.8 Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the A.C.C. with specific starting and ending dates, and be made part of this tariff.

4.9 Special Rates For The Handicapped**4.9.1 Directory Assistance**

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.9.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.9.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by fifty (50) percent off the otherwise applicable rate for a voice non-relay call; except where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60) percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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ATTACHMENT C

APPROVED STATES LISTING

ONELINK COMMUNICATIONS, INC.

APPROVED STATES

OneLink is currently authorized to provide telecommunications service in the following states:

Colorado
District of Columbia
Florida
Iowa
Michigan
New Jersey
North Carolina
Texas
Utah
Virginia
Washington

Applications to provide telecommunications services are currently pending in the following states:

Arizona
California
Georgia
Illinois
New Mexico
New York
Ohio
Pennsylvania

OneLink is currently authorized by the Secretaries of State to operate in the following states:

Arizona	Michigan
California	New Jersey
Colorado	New Mexico
District of Columbia	New York
Florida	North Carolina
Georgia	Ohio
Illinois	Pennsylvania
Iowa	Texas
Louisiana	Utah
Maryland	Virginia
Massachusetts	Washington

OneLink Communications, Inc. has not been denied the authority to operate in any state.

ATTACHMENT D

ONELINK PROFORMA PROFIT AND LOSS STATEMENT

OneLink Communications, Inc.
Profit and Loss
 12-Month Performance

	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	Total
Ordinary Income/Expense													
Income													
Credits													
Direct Credits	1,561.55	3,067.58	7,121.09	9,089.43	10,814.16	16,056.58	12,566.05	15,358.41	22,674.33	26,507.25	26,557.90	32,799.31	184,183.62
Total Credits	1,561.55	3,067.58	7,121.09	9,089.43	10,814.16	16,056.58	12,566.05	15,358.41	22,674.33	26,507.25	26,557.90	32,799.31	184,183.62
Customers Revenue Per Customer	3,000.00	6,000.00	9,000.00	12,000.00	15,000.00	18,000.00	22,000.00	26,000.00	30,000.00	34,000.00	38,000.00	42,000.00	250,000.00
Revenue	24.21	24.56	25.36	24.54	26.12	24.71	24.62	25.03	25.11	24.75	25.14	25.03	250.00
Sales Revenue	72,830.00	147,480.00	228,240.00	284,480.00	376,800.00	444,780.00	541,640.00	650,780.00	783,300.00	841,500.00	945,320.00	1,051,260.00	6,358,210.00
LD Revenue	72,830.00	147,480.00	228,240.00	284,480.00	376,800.00	444,780.00	541,640.00	650,780.00	783,300.00	841,500.00	945,320.00	1,051,260.00	6,358,210.00
Total Sales Revenue	74,191.56	150,547.56	235,361.09	303,576.43	397,614.16	460,836.56	554,206.05	666,138.41	776,974.33	868,007.25	981,877.90	1,084,069.31	6,542,389.62
Total Income	46,259.43	92,616.87	141,640.30	191,285.40	237,452.43	292,492.06	346,822.14	424,929.89	496,778.77	533,737.66	623,885.22	692,605.49	4,120,505.35
Cost of Goods Sold	46,259.43	92,616.87	141,640.30	191,285.40	237,452.43	292,492.06	346,822.14	424,929.89	496,778.77	533,737.66	623,885.22	692,605.49	4,120,505.35
Total COGS	46,259.43	92,616.87	141,640.30	191,285.40	237,452.43	292,492.06	346,822.14	424,929.89	496,778.77	533,737.66	623,885.22	692,605.49	4,120,505.35
Gross Profit	27,933.12	57,930.71	93,720.79	112,294.03	150,161.73	168,343.60	207,383.91	241,208.72	279,195.66	334,269.59	357,992.68	391,463.82	2,421,884.26
Operating Expenses	21,997.79	49,988.18	77,951.89	99,422.26	131,284.92	144,933.10	184,051.83	212,431.54	258,244.26	307,448.17	333,642.11	338,876.94	2,139,272.69
Total Expenses	21,997.79	49,988.18	77,951.89	99,422.26	131,284.92	144,933.10	184,051.83	212,431.54	258,244.26	307,448.17	333,642.11	338,876.94	2,139,272.69
Net Ordinary Income	5,935.33	8,942.53	15,769.20	12,871.77	18,876.81	23,410.50	23,332.08	28,777.18	20,951.30	26,821.42	24,350.57	52,576.88	282,615.57
Net Income	5,935.33	8,942.53	15,769.20	12,871.77	18,876.81	23,410.50	23,332.08	28,777.18	20,951.30	26,821.42	24,350.57	52,576.88	282,615.57

PROPRIETARY AND CONFIDENTIAL

DECISIONS IN THIS CASE: 64980 06/26/2002

Application for a CC&N to provide intrastate telecommunications services as a reseller.

- ✓ 06/26/2002 21G
A.C.C. (#64980)
Decision - Grants a CC&N

- ✓ 06/11/2002 22
Marc Stern, Administrative Law Judge - A.C.C.
Recommended Opinion & Order from the Hearing Division

- ✓ 06/10/2002 02
Enrique Martinez - Revised copies of the initial tariff
Amendment to an Application

- ✓ 05/21/2002 30
Ernest G. Johnson, Director - Utilities Division, A.C.C. (Staff recommends approval of the application subject to various conditions, without a hearing)
Staff Report

- ✓ 05/15/2002 30LC
John Bostwick, Administrative Services Officer - A.C.C.
Staff's - Letter of Administrative Completeness

- ✓ 05/15/2002 28DR
No signature on document (Proft & Loss Statement Jan 1 - May 10, 2002)
Response/Reply to a Data Request

- ✓ 05/13/2002 28DR
J.P. Pannell, Regulatory Administrator (Fair Value Information - projected total revenue, operating expenses, book value)
Response/Reply to a Data Request

DECISIONS IN THIS CASE: 64980 06/26/2002

Application for a CC&N to provide intrastate telecommunications services as a reseller.

✓ 03/11/2002 01P

Enrique Martinez

Application - Telecommunications CC&N

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