



40
RECEIVED-DOCKETING DIV
November 15, 1999
99 NOV 16 Via Overnight Delivery

PUCO

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Ms. Daisy Crockron
Docketing Office
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

**RE: Legacy Long Distance International, Inc. - Tariff Changes
(Docket 99-1368-CT-ACE)**

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Sir/Madam:

Pursuant to a discussion with Ms. Lisa Stewart, enclosed for filing are the original and ten (10) copies of the tariff of Legacy Long Distance International, Inc. The enclosed tariff incorporates changes requested by Commission Staff.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Any questions you may have regarding this filing may be directed to me at (407) 740-8575.

Sincerely,

Thomas M. Forte
Consultant to
Legacy Long Distance International, Inc.

Enclosures

cc: C. Brown - Legacy
to file: Legacy - OH
TMX# OH09901

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Anna M. Hixson Date Processed Nov. 17, 1999

TITLE SHEET

P.U.C.O. 1

Legacy Long Distance International, Inc.

90 - 5792 - CT - TRF

RESALE AND ALTERNATIVE OPERATOR ASSISTED
TELECOMMUNICATIONS SERVICES

<u>Competitive Telecommunications Services</u>	<u>Page Ref.</u>
Operator Services	26
Commercial Long Distance	30
Residential Long Distance	31
Toll Free Service	32
Travel Card Service	34
Hospitality Service	35

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Legacy Long Distance International, Inc. within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OH19901

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	26	Original	*		
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
4	Original	*	29	Original	*		
5	Original	*	30	Original	*		
6	Original	*	31	Original	*		
7	Original	*	32	Original	*		
8	Original	*	33	Original	*		
9	Original	*	34	Original	*		
10	Original	*	35	Original	*		
11	Original	*	36	Original	*		
12	Original	*	37	Original	*		
13	Original	*	38	Original	*		
14	Original	*	39	Original	*		
15	Original	*	40	Original	*		
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

* - indicates those pages includes with this filing

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OHH9901

TABLE OF CONTENTS

Check Sheet	1
Table of Contents	2
Application of Tariff	3
Symbols	4
Tariff Format	5
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	13
Section 3 - Service Descriptions & Rates	31
Section 4 - Miscellaneous Services	62
Section 5 - Promotions	63
Section 6 - Contract Services	64

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OFFH9901

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by Legacy Long Distance International, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by: Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (L) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OH19901

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages 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 PUCO. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. Check Sheets - When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

01H9901

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Legacy designated switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

Commission - The Public Utilities Commission of Ohio.

Company or Carrier - Legacy Long Distance International, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Dedicated Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

LEC - Local Exchange Company.

Legacy - Used throughout this tariff to refer to Legacy Long Distance International, Inc.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

PUCO - Public Utilities Commission of Ohio

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

Off19901

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Legacy for telecommunications between points within the State of Ohio.

Company may, from time to time, offer various enhanced services and information services within the State of Ohio. Such services will be provided pursuant to contract to be presented for review and approval by the PUCO and will not be governed by this tariff.

Company may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications carriers, for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the PUCO, and Section 3 of this Tariff will not apply thereto.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OH9901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Use of Services

- 2.2.1 Legacy's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Legacy's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Legacy's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Legacy's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Legacy does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Use of Services (Cont'd.)

2.2.6 Legacy's service may be denied for the following reasons:

- (A) Following ten days notice, for nonpayment of any sum due Legacy for more than thirty days after issuance of the bill,
- (B) For violation of any provision of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Legacy's services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its services.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Liability of the Company

- 2.3.1 Legacy shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Legacy's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2 Legacy shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by Legacy.
- 2.3.3 Legacy is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by Legacy.
- 2.3.4 Legacy shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OH19901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.5 Legacy shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Legacy which is not the direct result of Legacy's negligence.

2.3.6 Legacy shall not be liable for any failure of performance due to causes beyond its 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 action of any governing authority or agency thereof.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber 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 Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.4.3 If required for the provision of Legacy's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Legacy.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Legacy and the Subscriber when required for Legacy personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Legacy's services.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

OH19901

CASE NO.: 99 -1368-CT-ACE

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Responsibilities of the Subscriber (Cont'd.)

- 2.4.5** The Subscriber shall ensure that the equipment and/or system is properly interfaced with Legacy facilities or services, that the signals emitted into Legacy network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. 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, Legacy will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy equipment, personnel, or the quality of service to other Subscribers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notice, terminate the Subscriber's service.

- 2.4.6** The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, users, or others.
- 2.4.7** The Subscriber must pay for the loss through theft of any Legacy equipment installed at Subscriber's premises.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Responsibilities of the Customer

- 2.5.1** The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a Subscriber.
- 2.5.2** The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.3** The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.5.4** The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH19901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability Legacy may, after providing ten (10) days notice of discontinuance of service to a Subscriber, discontinue service or withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due Legacy for more than thirty days after issuance of the bill,
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Legacy's services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its services.

2.6.2 Without incurring liability, Legacy may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Legacy's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.6.3 Service may be discontinued by Legacy by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Legacy deems it necessary to take such action to prevent unlawful use of its service. Legacy will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH9901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Validation of Credit

Legacy reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

2.8 Billing Entity Conditions

When billing functions on behalf of Legacy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH9901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Payment and Credit Regulations

2.9.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH19901

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Payment and Credit Regulations, (Cont'd.)

2.9.1 Payment Arrangements, (cont'd.)

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

2.9.2 Deposits

No deposits are required.

2.9.3 Advance Payments

No advance payment is required.

2.9.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax and State Sales Tax. Such taxes will be itemized separately on Customer invoices or bill detail reports.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Legacy provides direct dialed one plus and toll free inbound services for communications originating and terminating within the State of Ohio under terms of this tariff.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH9901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Timing of Calls

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4 The company will not bill for incomplete calls.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

3.3.1 Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.

3.3.2 Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

3.4 Special Access Channels

Special access channels (ie: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. Legacy will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH19901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Operator Services

3.7.1 Determination of Charges

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

3.7.2 Classes of Services

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Operator Services, (Cont'd.)

3.7.3 Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.7 Operator Services, (Cont'd.)****3.7.4 Rate Schedules - Per Minute Charges**INTRASTATE**(A) All Operator Service Calls**

All call are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Each Add'l. Minute	1st Minute	Each Add'l. Minute	1st Minute	Each Add'l. Minute
All	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH9901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.7 Operator Services, (Cont'd.)****3.7.5 Per Call Service Charges**INTRASTATE

Per Call Service Charges:

	<u>Customer Dialed</u>	<u>Operator Assisted</u>
Calling / Credit Card		
Customer Dialed	\$1.70	N/A
Customer Dialed / Operator Assisted	N/A	\$2.50
Operator Dialed	N/A	\$2.50
Operator Station		
Collect	\$2.50	\$2.50
Billed to Third Party	\$2.50	\$2.50
Person to Person	\$4.80	\$4.80

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000**CASE NO.: 99 -1368-CT-ACE**

OHI9901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.8 Legacy Commercial Long Distance Service**

Legacy Commercial Long Distance Service provides the Customer with the ability to place outbound calling service from their business location. Calls are billed and rated as described in each plan.

3.8.1 Commercial Rate Plan A

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

Monthly Service Charge: \$1.50

Billing Increments:

Initial Period - Thirty (30) Second Minimum

Additional Period - Six (6) Second Increment

3.8.2 Commercial Rate Plan B

Miles	Day	Evening	Night
All	\$0.1490	\$0.1490	\$0.1490

Billing Increments:

Initial Period - Thirty (30) Second Minimum

Additional Period - Six (6) Second Increment

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.9 Legacy Residential Long Distance Service**

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residence location. Calls are billed and rated as described in each plan.

3.9.1 Residential Rate Plan A

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000**CASE NO.: 99 -1368-CT-ACE**

OIH9901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.10 Legacy Toll Free Service**

Legacy Toll Free Service permits inbound calls to be completed to the customer's location without charge to the calling party. Calls are billed and rated as described in each plan.

3.10.1 Toll Free Rate Plan A

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Monthly Service Charge: \$3.00

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

3.10.2 Toll Free Rate Plan B

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Monthly Service Charge: \$2.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

01119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.10 Legacy Toll Free Service, (Cont'd.)

3.10.3 Toll Free Rate Plan C

Miles	Day	Evening	Night
All	\$0.1090	\$0.1090	\$0.1090

Billing Increments:

Initial Period - One (1) minute
Additional Period - One (1) minute

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

0119901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.11 Legacy Travel Card Service**

Legacy Travel Card Service allows the Customers to place calls within the State of Ohio while away from home or office. Calls are billed and rated as described in each plan.

3.11.1 Travel Card Rate Plan A

Miles	Day	Evening	Night
All	\$0.1900	\$0.1900	\$0.1900

Surcharge Per Call: \$0.00

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OLT19901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.12 Legacy Hospitality Service**

Legacy Hospitality Long Distance Service provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed and rated as described in each plan. Hospitality Customers subscribing to Hospitality Rate Plans B, C or D are required to sign a contract with the company that details the terms and conditions of service for these offerings.

3.12.1 Hospitality Rate Plan A

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge: \$3.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

3.12.2 Hospitality Rate Plan B

Miles	Day	Evening	Night
All	\$0.079	\$0.079	\$0.079

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OH19901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.12 Legacy Hospitality Service, (Cont'd.)****3.12.3 Hospitality Rate Plan C**

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Billing Increments:

Initial Period - One (1) minute
Additional Period - One (1) minute

3.12.4 Hospitality Rate Plan D

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Billing Increments:

Initial Period - One (1) minute
Additional Period - One (1) minute

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OHH9901

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.13 Directory Assistance

Directory Assistance is available to Customers of Legacy's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

Rate Per Call	\$0.75
---------------	--------

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 or 5% of the amount of the check, whichever is greater, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99-1368-CT-ACE

OTH9901

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

01119901

SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CASE NO.: 99 -1368-CT-ACE

OH9901