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LAWRENCE M. BRENTON
GORDON C. MILLER
GARY P. BARTOSIEWICZ
BLAKE D. CROCKER

ROBERT M. TAYLOR
RON W. KIMBREL
PATRICK D. CROCKER
ANDREW J. VORBRICH
TYREN R. CUDNEY
STEVEN M. BROWN
KRISTEN L. GETTING

OF COUNSEL

THOMPSON BENNETT
JOHN T. PETERS, JR.

VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

January 14, 2003

Helen Helton, Executive Director
Kentucky Public Service Commission
211 Sower Blvd
Frankfort, KY 40601

RE: Bee Line Long Distance, LLC, d/b/a Hello Telecom

Dear Ms. Helton:

Enclosed herewith for filing with the Kentucky Public Service Commission please find an original and three (3) copies of the above captioned corporation's NOTICE OF INTENT TO PROVIDE SERVICE within the State of Kentucky.

Enclosed you will find an exact duplicate of this letter. Please stamp the duplicate received and return same in the postage-paid envelope attached thereto.

Should you have any questions, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.


Patrick D. Crocker

PDC/bmr

enc

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**Before the
PUBLIC SERVICE COMMISSION OF KENTUCKY**

IN THE MATTER OF THE INFORMATIONAL FILING OF)
BEE LINE LONG DISTANCE, LLC, d/b/a HELLO TELECOM)
FOR AUTHORITY TO OPERATE AS A RESELLER OF) No. _____
INTEREXCHANGE AND LOCAL EXCHANGE TELEPHONE)
SERVICE THROUGHOUT THE STATE OF KENTUCKY)

BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM submits the following information in accordance with the provisions of Administrative Case No. 359 and its proposed tariffs in accordance with 807 KAR 5:011.

1. The name, address and telephone number of the company is:

BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM
255 South Orem Boulevard
Orem, UT 84058
Telephone: (801) 802-6400
Toll Free: 800-496-2400

2. Articles of Organization - See **Exhibit A**.
3. Authorization to Conduct business in Kentucky and Certificate of Assumed Name - See **Exhibit B**.
4. Representative for ongoing operations and correspondence:

Questions concerning this application and tariff should be directed to:

Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Telephone: (269) 381-8844
Facsimile: (269) 381-8822

Company Contact:

Elmo G. Beutler, Managing Member
255 South Orem Boulevard
Orem, UT 84058
Telephone: (801) 802-6400
Facsimile: (801) 802-6452

Customer Service:

Susan Chilton
255 South Orem Boulevard
Orem, UT 84058
Telephone: (801) 802-6400
Toll Free: 800-496-2400

5. BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM has not provided service in Kentucky prior to filing this notice of intent. See notarized statement attached hereto as **Exhibit C**.
6. BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM does not see authority to provide operator assisted services to traffic aggregators as defined in Administrative Case No. 330.
7. The Company's proposed tariff is submitted to become effective 30 days after the date of this filing. See **Exhibit D**.
8. A sample Company bill is attached as **Exhibit E**.

WHEREFORE, BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM requests that the Public Service Commission of Kentucky grant authority to engage in the resale of local exchange and interexchange telecommunications services to the public in accordance with applicable laws currently in effect or hereinafter enacted by the Commission.

Respectfully submitted this 20th day of December 2002.

Bee Line Long Distance LLC, d/b/a Hello Telecom

By: Elmo G. Beutler
Elmo G. Beutler, Managing Member

EXHIBIT A

Articles of Organization

STATE OF UTAH
 DEPARTMENT OF COMMERCE
 REGISTRATION
 BEE LINE LONG DISTANCE, LLC

EFFECTIVE
 07/02/2002

EXPIRATION
 *RENEWAL

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

LLC - Domestic
 5151309-0160

STANLEY K STOLL
 BEE LINE LONG DISTANCE, LLC
 77 W 200 S
 SALT LAKE CITY UT 84101

STATE OF UTAH
 DEPARTMENT OF COMMERCE
 DIVISION OF CORPORATIONS & COMMERCIAL CODE
 REGISTRATION

EFFECTIVE DATE: 07/02/2002

EXPIRATION DATE: *RENEWAL

ISSUED TO: BEE LINE LONG DISTANCE, LLC



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

5151309-0160

LLC - Domestic

*RENEWAL

You will need to renew your registration each anniversary date of the effective date.

Exceptions: DBAs and Business Trusts renew every three (3) years from the effective date.



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

BEE LINE LONG DISTANCE, LLC
TWO GREENWOOD SQUARE STE 110
3331 ST RD
BENSALEM, PA 19020

August 29, 2002

CERTIFICATE OF EXISTENCE

Registration Number: 5151309-0160
Business Name: BEE LINE LONG DISTANCE, LLC
Registered Date: JULY 02, 2002
Entity Type: LIMITED LIABILITY COMPANY - DOMESTIC
Current Status: GOOD STANDING

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah.



Kathy Berg

Kathy Berg
Director
Division of Corporations and Commercial Code

Dept. of Professional Licensing (801) 530-6628	Real Estate - (801) 530-6747	Public Utilities (801) 530-6651	Securities (801) 530-6600	Consumer Protection (801) 530-6601
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P. 06

5151309-0160

RECEIVED

EXPEDITE

JUL 16 2002

Utah Div. of Corp. & Comm. Code

AMENDMENT TO ARTICLES OF ORGANIZATION

OF

AMENDMENT

BEE LINE LONG DISTANCE, LC

THIS AMENDMENT TO THE ARTICLES OF ORGANIZATION (the "Articles") is entered into as of July 15, 2002, by the undersigned in connection with Bee Line Long Distance, LC (the "Company"), pursuant to the Utah Revised Limited Liability Act (the "Act"). The undersigned hereby adopts the following Articles:

07-15991p979439ARNV

07-16-02AD8:54 RCVD

ARTICLE I

Amendment: Article I of the Articles of Organization of this company is hereby amended to read in its entirety as follows:

ARTICLE I

Name: The name of this company is BEE LINE LONG DISTANCE, LLC

This Amendment to the Articles of Organization of the company were adopted by the sole member of company on July 15, 2002, in accordance with Section 84-2c-810 of the Act and are duly signed and filed in accordance with Section 84-2c-408 of the Act.

IN WITNESS WHEREOF, the undersigned Manager of the Company has executed this Amendment to the Articles of Organization and certifies to the truth of the facts herein stated, this 15th day of July, 2002.

Elmo G. Beutler, Manager
Elmo G. Beutler, Manager

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
And a true and correct copy of the same has been issued
in the office of the Secretary of State and hereby issued
this 15th day of July, 2002.

Signature: *[Signature]* Date: *7/15/02*
Secretary of State
Division Director



Date: 07/15/2002
Receipt Number: 822868
Amount Paid: \$110.00

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P. 08

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JUL 22 2002

Utah Div. Of Corp. & Comm. Code

ARTICLES OF ORGANIZATION
OF
BEE LINE LONG DISTANCE, LC

The undersigned person, desiring to form a limited liability company under the Utah Revised Limited Liability Company Act, adopts the following Articles of Organization for such company and certifies:

ARTICLE I

Name: The name of this company (the "Company") is BEE LINE LONG DISTANCE, LC.



ARTICLE II

Duration: The Company shall continue until December 31, 2050, unless sooner dissolved by law.

ARTICLE III

Purposes: The purpose or purposes for which the Company is organized are:

a. To engage in the sale and resale of telecommunications services including, without limitation, toll services, pre-paid services, internet services, local exchange services, broadband voice and data services, satellite transmissions and such other purposes involving broadcast and telecommunications services as may be related thereto and all other lawful activities agreed to by the Members.

b. To market telecommunications services whether by internet, direct sale, multi-level marketing or such other means by which the Members may agree.

c. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of the Company, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees, shareholders, or otherwise, either alone or in conjunction with any other person, association, partnership, corporation or limited liability company.

d. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the general powers of the Company, and the enjoyment and exercise thereof, as conferred by the laws of the State of Utah; and it is the intention that purposes and powers specified in each of the paragraphs of this Article III shall be regarded as

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5151309-6160

independent purposes and powers.

ARTICLE IV

Registered Office and Agent; Designated Office: The name and address of the Company's initial registered office is Stanley K. Stoll at 77 West 200 South, Salt Lake City, Utah 84101. The address of the initial registered, designated office of the Company is 255 South Orem Boulevard, Orem, Utah 84058.

If, at any time, the Company's registered agent has resigned, cannot be found or served with the exercise of reasonable diligence, the Director of the Division of Corporations and Commercial Code of the State of Utah is hereby appointed the agent of the Company for service of process.

ARTICLE V

Management: The management of the Company shall be vested in a manager or managers pursuant to the terms of the Operating Agreement. Managers do not need to be members of the Company. The name and address of the initial Manager, until resignation or removal, is as follows:


<u>NAME</u>	<u>ADDRESS</u>
Elmo G. Beutler	255 South Orem Boulevard Orem, Utah 84058

ARTICLE VI

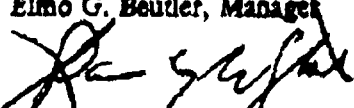
Dissolution: The Company shall be dissolved in accordance with provisions set forth in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned, constituting the initial Manager of this Limited Liability Company, has executed these Articles of Organization and certifies to the truth of the facts herein stated, this 26th day of June, 2002.

DATE: 6/27/2002
Document Number: 018128
Annual Price: \$20.00



 Elmo G. Beutler, Manager



 Stanley K. Stoll, Registered Agent

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FAX NO. 8015217985

P. 12

**OPERATING AGREEMENT
OF
BEE LINE LONG DISTANCE, LC**

THIS OPERATING AGREEMENT is made effective as of June 26, 2002, by the Elmo G. Beutler and Judith Y. Beutler Family Trust a/k/a The Beutler Family Trust, as the sole Member (the "Member").

1. Formation of Limited Liability Company. Bee Line Long Distance, Inc. hereby forms a Limited Liability Company pursuant to the provisions of the Revised Utah Limited Liability Company Act (the "Act").
2. Name of Company. The name of the Company shall be Bee Line Long Distance, LC (the "Company").
3. Character of Business. The purpose or purposes for which the Company is organized are:
 - a. To engage in the sale and resale of telecommunications services including, without limitation, toll services, pre-paid services, internet services, local exchange services, broadband voice and data services, satellite transmissions and such other purposes involving broadcast and telecommunications services as may be related thereto and all other lawful activities as determined by the Member.
 - b. To market telecommunications services whether by internet, direct sale, multi-level marketing or such other means by which the Member may determine.
4. Designated Place of Business. The location of the registered, designated place of business shall be 255 South Orm Boulevard, Orem, Utah 84059, but the Manager may move the same to any other location within the State of Utah.
5. Registered Agent. The name and street address of the agent for service of process required to be maintained by the Act is: Stanley K. Stoll, 77 West 200 South, Salt Lake City, Utah 84101.

JUL-23-02 TUE 03:27 PM BLACKBURN & STOLL

FAX NO. 8015217985

P. 13

6. Name and Address of Initial Member. The name and mailing address of the sole initial member (herein referred to as "Member") are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elmo G. Beutler and Judith Y. Beutler Family Trust a/k/a The Beutler Family Trust	255 South Orem Boulevard Orem, Utah 84058

7. Term. The Company shall continue until December 31, 2050, unless sooner terminated hereunder or by operation of law.

8. Capital and Capital Contributions. The Member's initial contribution is \$100.00 for 100% ownership of the Company.

9. Capital Accounts. An individual capital account shall be determined and maintained for each Member throughout the full term of the Company, and shall consist of the Member's original contribution increased by the Member's (a) additional contributions to capital and (b) share of Company profits, and decreased by the Member's (c) drawings and other distributions and (d) share of Company losses.

10. Profits or Losses.

(a) Interest in Profits or Losses. The net profits or net losses of the Company, all capital gains or losses and all extraordinary items of gain or loss, shall be credited or charged to the Member.

(b) Limitation on Liability for Losses Chargeable to Member. No Member shall personally be liable for any of the losses of the Company beyond said Member's capital interest in the Company.

(c) Distribution of Profits. The earnings of the Company shall be distributed annually, except that earnings may be retained by the Company as required hereinbelow or if required for the reasonable needs of the business. The Manager shall decide when and in what amounts earnings should be retained by the Company.

11. Additional Members. Additional Members may be admitted to this Company, but only upon such terms and conditions as the Member shall determine, in writing, prior to such admission.

12. Management of the Company.

(a) Management by Manager. Elmo G. Beutler shall serve as Manager of

this Company. Unless otherwise expressly provided herein, all reference hereinafter to any action to be taken by the Company shall mean action taken in its name and on its behalf by the Manager. The Manager shall have full, exclusive and complete discretion in the management and control of the affairs of the Company for the purposes herein stated and shall make all decisions affecting Company affairs. In discharging his or her managerial responsibilities, a Manager shall not be liable to the other Members for any good-faith act or omission to act or for any act or omission that does not constitute gross negligence or willful misconduct.

(b) Expenses. The Manager shall be reimbursed by the Company for all direct expenses incurred and paid by the Manager in connection with the management of the affairs of the Company. The Company shall indemnify the Manager and agents for all costs, losses, liabilities, and damages paid or accrued by the Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Utah. In addition, the Company may advance costs of defense of any proceeding to the Manager or any other agent.

13. Sale or Transfer of Company Interest. The Member's membership interest in the Company shall be transferable in whole or in part without consent of any other person, and the assignee shall be admitted to all the rights of the Member who assigned the membership interest.

14. Cash Distributions. Funds in excess of the working capital requirements of the Company as reasonably determined by the Manager, which arise or are realized from economic profits earned through the activities of the Company in its normal operations, the proceeds of a sale of all or any part of the assets of the Company, or a surplus of funds resulting from any refinancing by the Company, shall be allocated and distributed to the Member at such times as the Manager shall determine.

15. Company Accounting. Books of account of the Company shall be kept on a calendar year basis in accordance with generally accepted accounting practices applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for Company business. The books of account and other records of the Company shall be maintained at the principal office of the Company or at such other place as may be designated by the Manager, and shall be open to inspection by each Member or their duly authorized representatives at all reasonable times during business hours.

16. Bank Accounts. All funds of the Company shall be deposited in the name of the Company in an account or accounts in such bank or banks as shall be determined by the Manager, and all withdrawals or disbursements from said account or accounts shall be made by check drawn in the Company name upon such account or accounts and signed on behalf of the Company by the Manager.

17. Title to Property. Title to and ownership of all the assets of the Company shall at all times be vested in and stand in the name of the Company, or in the name of such

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FAX NO. 8015217965

P. 15

nominee as determined by the Manager.

18. Termination and Dissolution. The Company shall continue until dissolved, but only upon the occurrence of any of the following events:

- (i) The written consent of the Member;
- (ii) The dissolution of the Company by judicial decree; or
- (iii) The expiration of the term of the Company.

In the event of dissolution and final termination, the Manager shall wind up the affairs of the Company and shall sell all of the Company assets as promptly as is consistent with obtaining the fair market value thereof.

Any cash remaining after all Company assets have been sold shall be paid out and distributed in the following order of priority:

- (1) To the payment of creditors of the Company, in the order of priority as provided by law.
- (2) To the Member.

19. Miscellaneous Provisions.

(a) Notices. Any notices, requests, consents, demands, approvals and other documents, instruments and communications required or which may be given under this Agreement shall be in writing and shall be deemed to have been duly given either at the time of delivery if personally delivered or five (5) business days after the time of mailing if mailed first class, postage prepaid and addressed to the Member at the address listed in paragraph 6 of this Agreement or such other addresses as the Member designates at any time in writing by notice to the Company in accordance with the provisions of this subparagraph.

(b) Validity. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(c) Applicable Law. This Agreement, and application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. Any suit to enforce the terms hereof shall be brought only in the State of Utah.

(d) Binding Agreement. This Agreement shall be binding upon the parties

hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

(e) Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

(f) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

(g) Default. In the event of default by any party in the performance of the terms and conditions of this Agreement, the defaulting party agrees, in addition to other remedies available, to pay all costs incurred by the other party, including reasonable attorneys' fees and costs.

(h) Amendments. This Agreement may be amended only by written consent of the Member.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

"MEMBER"

Elmo G. Beutler and Judith Y. Beutler Family Trust a/k/a The Beutler Family Trust

By: Elmo G. Beutler
Elmo G. Beutler
Trustee

EXHIBIT B

Certificate of Authority to Transact Business

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

0544689.06 CDuryea
L902
John Y. Brown III
Secretary of State
Received and Filed
09/17/2002 10:32 AM
Fee Receipt: \$90.00



APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of KRS Chapter 275, the undersigned hereby applies for authority to transact business in Kentucky on behalf of the limited liability company named below and for that purpose submits the following statements:

1. The company is a limited liability company (LLC).
 a professional limited liability company (PLLC).

2. The name of the limited liability company is
BEE LINE LONG DISTANCE, LLC

3. The name of the limited liability company to be used in Kentucky is

(if "real name" is unavailable for use)

4. Utah is the state or country of organization.

5. July 2, 2002 is the date of organization and, if the limited liability company has a specific date of dissolution, the latest date upon which the limited liability company is to dissolve is December 31, 2050

6. The street address of the office required to be maintained in the state of formation or, if not so required, the principal office address is
77 West 200 South, Salt Lake City, UT 84101

7. The names and usual business addresses of the current managers, if any, are as follows:
Elmo G. Beutler 255 South Orem Boulevard, Orem, UT 84058
Name Address

Name Address
(Attach a continuation, if necessary)

8. The street address of the registered office in Kentucky is
6010 Brownsboro Park Boulevard, Suite H, Louisville, KY 40207
Street City State Zip Code

and the name of the registered agent at that office is
Stephen A. Schwager

9. This application will be effective upon filing, unless a delayed effective date and/or time is specified:

(Delayed effective date and/or time)

I certify that, as of the date of filing this application, the above-named limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

Elmo G. Beutler
Signature
ELMO G. BEUTLER, MANAGER
Type or Print Name & Title

Date: 8/19, 2002

I, Stephen A. Schwager consent to serve as the registered agent on behalf of the limited liability company.
Type or print name of registered agent

Stephen A. Schwager
Signature of Registered Agent
Type or Print Name & Title

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE



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sbates
C228

John Y. Brown III
Secretary of State
Received and Filed

10/28/2002 11:52 AM

Fee Receipt: \$20.00

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

HELLO TELECOM

(Name under which the business will be conducted)

has been adopted by BEE LINE LONG DISTANCE, LLC

(Real name - KRS 202.112(1))

which is the "real name" of (YOU MUST CHECK ONE)

- a Domestic General Partnership
- a Domestic Registered Limited Liability Partnership
- a Domestic Limited Partnership
- a Domestic Business Trust
- a Domestic Corporation
- a Domestic Limited Liability Company
- a Joint Venture
- a Foreign General Partnership
- a Foreign Registered Limited Liability Partnership
- a Foreign Limited Partnership
- a Foreign Business Trust
- a Foreign Corporation
- a Foreign Limited Liability Company

organized and existing in the state or country of Utah and whose address is

255 South Orem Boulevard, Orem, UT 84058

Street address, if any

City

State

Zip Code

The certificate of assumed name is executed by

Elmo G. Bentler

Signature

ELMO G. BENTLER, MANAGER

Print or type name and title

8/19/02

Date

Signature

Print or type name and title

Date

EXHIBIT C

Notarized Affidavit

AFFIDAVIT

STATE OF UTAH)
COUNTY OF Utah) ss

Elmo C. Beutler, Managing Member of BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM, first being duly sworn on oath, deposes and says as follows:

1. BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM has neither provided nor collected money from customers within Kentucky for intrastate telecommunication services.
2. BEE LINE LONG DISTANCE, LLC, D/B/A HELLO TELECOM does not seek to provide operator assisted services to traffic aggregators.

Respectfully Submitted,

Bee Line Long Distance, LLC, d/b/a Hello Telecom

By: Elmo G. Beutler
Elmo G. Beutler

The foregoing instrument was acknowledged before me
this 20 day of December 2002 by Elmo Beutler.

Brandon R. Carlisle

NOTARY PUBLIC: BRANDON REX CARLISLE

My Commission Expires: 12/15/05

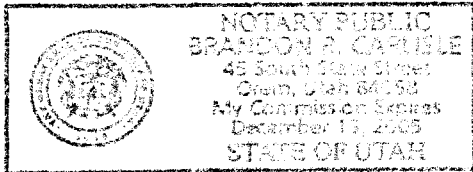


EXHIBIT D

Proposed Tariff