

NetFortris Acquisition Co., Inc.  
455 Market Street, Suite 620  
San Francisco, California 94105  
U-6647-C

Cal. P.U.C. Schedule No. 1-T  
Original Cal. P.U.C. Sheet No. 1

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**COMPETITIVE LOCAL CARRIER**

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*This tariff, NetFortris Acquisition Co., Inc., Cal. P.U.C. Schedule No. 1-T, replaces the IXC Holdings, Inc. d/b/a Telekenex, Cal. P.U.C. Schedule No. 1-T, currently on file with the California Public Utilities Commission.*

**NETFORTRIS ACQUISITION CO., INC.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE  
TO LOCAL EXCHANGE SERVICES WITHIN THE STATE OF CALIFORNIA**

**U-6647-C**

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Advice Letter No. 82

Issued by:  
Bryan Koehler  
Chief Financial Officer

Filed: October 27, 2014  
Effective: November 1, 2014  
Resolution:

Decision No.

**COMPETITIVE LOCAL CARRIER**

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**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	51	Original
2	6 <sup>th</sup> Revised	*	27	Original	52	Original
3	6 <sup>th</sup> Revised	*	28	Original	53	Original
4	Original		29	Original	54	Original
5	Original		30	Original	55	Original
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24	Original		49	Original	74	Original
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\* - indicates those pages included with this filing

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**CHECK SHEET (Cont'd)**

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88	Original				
89	Original				
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91	6 <sup>th</sup> Revised	*			
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**COMPETITIVE LOCAL CARRIER**

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**Preliminary Statement**

NetFortris Acquisition Co., Inc. (the "Company") has been granted authority by the California Public Utilities Commission to provide competitive local exchange services within the State of California to Customers located in exchange areas served by Pacific Bell Telephone Company, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company. This tariff contains all effective rates, terms and conditions for intrastate end-user local exchange and carrier access services originated from and terminated to central office codes assigned to the Company.

**Explanation of Symbols**

The following symbols are used in this tariff as described:

- (C) To signify changed listings, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (T) To signify change in wording of text but not change in rate, rule or condition

**Availability of Company's Tariff**

Complete copies of the Company's advice letters and current tariff are maintained at the California Public Utilities Commission, located at 505 Van Ness Avenue, San Francisco, California 94102 and at the Company's business corporate headquarters located at 455 Market Street, Suite 620, San Francisco, California 94105.

NetFortris Acquisition Co., Inc.  
455 Market Street, Suite 620  
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**Service Area Maps**

The Company provides competitive local exchange service in California within the service territories of Pacific Bell Telephone Company, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by Pacific Bell Telephone Company, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company.

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**Rules**

**Rule 1 – Definitions**

Certain terms used generally throughout this tariff are defined below.

Advanced Payment - Part or all of a payment required before the start of service.

Agent - Any person or entity considered an agent under California Law.

Applicant - An individual, partnership, corporation, association, or government agency that applies to the Company for any new or additional telephone service

Authorized User - A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Basic Service - A minimum level of telecommunications service as defined in D.96-10-066 and as may be changed by later decisions, which each carrier offering local exchange service is required to provide to all of its residential customers who request local exchange service. Also referred to as “basic exchange service”.

Commission - California Public Utilities Commission.

Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

Company – NetFortris Acquisition Co., Inc.

Competitive Service - Any service the Commission has determined to be competitive, including all service offerings by non-dominant interexchange carriers (“LECs”), CLC and CMRS providers, and Category II and Category III service offerings of the New Regulatory Framework LECs. All regulated telecommunications services that are not competitive services are non-competitive services.



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**Rules**

**Rule 1 – Definitions (Cont'd)**

**Confidential Subscriber Information:** Non-public information specific to a subscriber, that is collected or developed by a carrier solely by virtue of the carrier-subscriber relationship. It includes (1) information about a subscriber (such as social security number, credit and other personal financial information) collected directly from the subscriber or from another source, such as an organization that provides individual credit history information, (2) information derived by the carrier from the provision of service to a subscriber (such as the subscriber's calling patterns, type, destination, and amount of use, services subscribed to, and information contained in telephone bills), and (3) a customer's name, telephone number and address if a subscriber has requested that such information be withheld from a printed or electronic directory.

**Consumer Affairs Branch (CAB):** The Commission office where California consumers may complaint about a utility service or billing problem they have not been able to resolve with the utility.

**Customer or Subscriber-** The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Day:** Calendar day unless otherwise indicated.

**Dedicated -** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**Delinquent or Delinquency:** Refers to an account for which payment has not been paid in full on or before the last day for timely payment.

**End Office -** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

**End User -** A person or entity that subscribes to any Company Local Exchange Service offered under the Company's California P. U. C. Schedule 2-T and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

**Exchange Telephone Company -** Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 1 – Definitions (Cont'd)**

Effective Date – refers to the Service Commencement Date.

Incumbent LEC - Any of the following local exchange carriers: AT&T California, Verizon California, Inc., Roseville Telephone Company, or Citizens Telecommunications Company of California, Inc.

Interexchange carrier - A provider of telecommunications service between local calling areas.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Initial Term - refers to the initial term applicable to an individual Voice Services Supplement between the Company and the Customer.

Intrastate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

Joint User - A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Key Rates, Terms and Conditions - Any provision imposed by the Company to which a subscriber is bound (through, e.g. the Company's tariffs, service agreements, contracts, operating practices, billing practices, system limitations, etc.) that may result in or increase a charge on a subscriber's bill or limit a subscriber's use of a product or service. Key rates, terms and conditions would generally include the following when directly related to the telecommunications services provided: Service activation or installation charges, periodic recurring charges, per-unit usage charges, usage allowances, minimum charges, surcharges or fees (other than taxes and mandated surcharges required to be collected from Subscribers and remitted to government), usage restrictions, geographic limitations, time of use distinctions (e.g., peak/off-peak), term of service, termination fees or penalties, and required bundling arrangements, directly related to the telecommunications service provided.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 1 – Definitions (Cont'd)**

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area - The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell Telephone Company's Cal. P. U. C. No. A5, Section 5.2. 1.

Local Distribution Channel - The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

Local Exchange Carrier - The local phone companies, which can be either a Bell Operating Company or an independent company that provides local transmission services.

Master Services Agreement – a general agreement between the Company and the Customer that identifies the terms and conditions for the provision of service to the Customer

Non-Communications-Related: As defined or used in Part 4, Rules Governing Billing for Non-Communications Related Charges, of the Commissions' General Order 168.

Premises - The space occupied by a Customer or authorized user in a building or buildings.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Rates and/or Changes - Any amounts requested to be paid by the user of a telecommunications service by whatever name, including charges, surcharges and fees, over which the Company has discretion to charge. Unless otherwise indicated, "rates" includes any subscriber line charges (also known as the end user common line charge) authorized by the Federal Communications Commission.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 1 – Definitions (Cont'd)**

Renewal Term – refers to the term applicable to an individual Voice Services Supplement between the Company and the Customer that begins automatically upon the expiration of that Voice Services Supplement’s Initial Term. Unless specified, Renewal Term is the same length as Initial Term.

Service Commencement Date - The first day of the calendar month in which the provision of service and the billing of service commence.

Serving Wire Center - The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this tariff.

Transfer - A transfer of subscribers in which the transferee would replace the transferring utility for some or all of the latter’s subscribers. A transfer of subscribers does not include a transfer at the corporate level that does not affect the underlying utility or subscribers.

User - An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

Voice Services Supplement – a supplemental agreement between the Company and the Customer that governs the provision of a specific service (e.g. local exchange service) or a specific group of services (e.g. local exchange and long distance services). The terms and conditions of Voice Services Supplements are governed by the terms and conditions contained in the Master Services Agreement. The Company may enter into more than one Voice Service Supplement with a particular Customer, each of which shall carry its own individual term or terms. Execution of a Voice Services Supplement by the Customer and the Company constitutes a request by the Customer for service from the Company and acceptance by the Company of the Customer’s request for service for the duration of the Voice Services Supplement.

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**Rules**

**Rule 1 – Definitions (Cont'd)**

Wire Center - A building in which one or more end offices, used for the provision of Exchange Services, are located.

Written; in Writing - Unless the context otherwise requires, the terms “writing” and “written” include or refer to communications in written form that are transmitted electronically via e-mail as well as communications that are printed or inscribed on paper. Whenever anything is required to be provided “in writing” or in “written” form (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both parties to the communication have agreed to do so. If they have not, a tangible, hardcopy document is required. Company’s electronic communications with customers and agreements to use electronic communications must satisfy the requirements of the federal Electronic Signatures Act, 15 USCA §§ 7001 et seq. and/or the California Uniform Electronic Transactions Act, Cal. Civil Code §§ 1633 et seq., as applicable.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 2 – Disclosures and Description of Services**

- A. The Company undertakes to furnish business and residential communication services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- B. Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section I of this tariff. Rates vary based on whether the Customer is located in areas also served by Pacific Bell Telephone Company.
- C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.
- E. The Company shall provide the following upon request by any customer or other member of the public:
  - 1. The Company's legal name, its designated utility number (Cal. PUC U-number), and the names under which the Company offers regulated telecommunications service in California.
  - 2. A description of the Company's service offerings that relate to the customer's inquiry and are currently open to individual or small business customers in California, and the applicable key rates, terms and conditions.
  - 3. The address and toll-free telephone number of the Commission's Consumer Affairs Branch ("CAB"), and if the request is related to a complaint, an explanation that a consumer may contact CAB for assistance if he or she is not satisfied with the carrier's handling of his or her complaint.
  - 4. A description of customers' privacy rights and how the Company handles confidential customer information.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 2 – Disclosures and Description of Services**

E. (Cont'd)

The Company, and those entities to whom it refers requests, must arrange to accept all requests within a reasonable time and without excessive waiting intervals or rejections for lack of staffing or facilities. As a guideline, the telephone lines used to take complaint, dispute and repair calls should give access to a Company representative as quickly and reliably as lines the Company uses for incoming sales calls. Under most circumstances, the Company must be able to respond within three business days, and real time for requests for CAB contact information. When requested, responses must be provided in writing.

F. Employee Identification:

1. The Company shall prepare and issue to every employee who, in the course of his or her employment, has occasion to enter the premises of subscribers or applicants for service, an identification card in a distinctive format having a photograph of the employee. The Company shall require every employee to present the card upon requesting entry into any building or structure on the premises of an applicant or subscriber.
2. The Company shall require its employees to identify themselves at the request of any applicant or subscriber during a telephone or in-person conversation, using a real name or other unique identifier.
3. The Company shall not misrepresent, or allow its employees to misrepresent, its association or affiliation with a telephone carrier when soliciting, inducing, or otherwise implementing the subscriber's agreement to purchase products or services, and have the charge for the product or service appear on the subscriber's telephone bill.

G. If the Company allows non-communications-related charges on customer's bills, it will do so in accord with the Commission's General Order 168, Part 4 "Rules Governing Billing of Non-Communications-Related Charges."

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 3 – Service Initiation and Changes**

Service is installed by arrangement between the Company and the Customer.

- A. The Company shall provide Applicants initiating basic service, including adding additional lines to existing accounts with the following information whenever applicable:
1. Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs.
  2. Availability and effect of freezing the pre-subscribed carrier assigned to the account.
  3. Availability and effect of restricting toll calling.
  4. Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services.
  5. Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate.
  6. Availability and effect of blocking non-presubscribed carrier (e.g., third party) charges from being billed on the telephone bill.
  7. Availability and effect of Caller ID blocking options.
  8. Availability and rates for the least expensive service meeting the customer's needs.
  9. Any other information necessary to enable consumers to make informed choices among services and providers.
- B. Service or changes in service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, the Company shall inform the Customer of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the customer's first bill. The Company shall clearly disclose during the sales transaction, whether in-person or otherwise, Customer's right to cancel a term contract within 30 days after the new service is initiated.
- C. For services offered on a tariffed basis, the Company shall provide the customer a written confirmation of the order at the point-of-sale for in person transactions, and, for any other transactions, not later than seven days after it is accepted, or seven days after the Company is notified of the order originated through another carrier. The confirmation shall be in a minimum of 10-point type, shall include the key rates, terms and conditions for each service ordered, and shall conform to the same requirements as set forth in Rules 3.J. and 3.K below. Ambiguities in any agreement will be construed against the Company. The confirmation letter must be in a language other than English if the sale was in another language.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 3 – Service Initiation and Changes (Cont'd)**

- D. For services offered on a non-tariffed basis, the Company shall provide the customer with a written contract at the point-of-sale for in person transactions, and, for any other transactions, not later than seven days after the order is accepted. The contract shall be in a minimum of 10-point type and shall include all applicable rates, terms and conditions for each service ordered. Key rates, terms and conditions shall be highlighted (e.g., printed in larger or contrasting type, underlined, bolded, enclosed within text boxes, or some combination of those or other comparable methods), either in the contract or in an accompanying summary document. Contracts, which include summary documents or referenced material when used, shall conform to the same requirements as set forth for service agreements, contracts and solicitations in Rules 3.J. and 3.K. below. Ambiguities in any contract will be construed against the Company.
- E. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial. The Company may not deny service for failure to provide a social security number. Whenever a Company requests a consumer's social security number, the Company shall inform the consumer that providing it is optional and that failure to provide it is not cause for denying service. Where a potential customer chooses not to provide a social security number, the company may request other identification information sufficient to enable the Company to verify identity and run a credit check.
- F. The Company shall not make any change or authorize a different telephone corporation to make any change in the provider of any of customer's telephone service for which competition has been authorized of a telephone customer without the customer's authorization.
- G. If a customer cancels service, the Company shall not re-establish service for that customer without a new customer authorization. Authorization may not be founded upon any term in an agreement for service that binds customer to again take service from the Company.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 3 – Service Initiation and Changes (Cont'd)**

- H. Charges for non-subscription pay-per-use features are not authorized unless customer knowingly and affirmatively activates the service by dialing or some other affirmative means. Remaining on the line, or failing to remain on-hook for a sufficient time, or any other ambiguous action, shall not in itself constitute authorization; an unambiguous, associated, affirmative action is required.
- I. All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative customer authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.
- J. Any written authorization for service shall be a separate document from any solicitation materials, and such written authorization may not constitute entry forms for sweepstakes, contests, or any other program that offers prizes or gifts.
- K. All Company offers and statements about rates and services shall not be deceptive, untrue or misleading. All terms of any written confirmation, authorization, order, agreement or contract shall be unambiguous and legible, and written in a minimum of 10-point type. When disclosure of qualifying information (including key rates, terms and conditions) is necessary to prevent an offer from being deceptive, untrue or misleading, that information shall be clear and conspicuous.
- L. Service agreements or contracts may not incorporate other information by reference, except for (1) terms and conditions from Commission-approved tariffs, (2) information contained in referenced material (e.g., brochures) written in a minimum of 10-point type that is provided simultaneously with the service agreement or contract, and (3) information that is used with formulae identified in the agreement or contract in order to calculate the applicable rate or charge, where all necessary components are readily available from the Company at no charge. In each case reference to specific terms and conditions is permitted provided that the specific document (tariff section or other publication) containing such terms and conditions is cited in the service agreement or contract, an Internet web site address where the specific document can be found is provided, and printed copies of the referenced document are available on request at no charge. If the formulae are used to establish a rate in a term contract, that rate shall not change during the duration of the contract.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 3 – Service Initiation and Changes (Cont'd)**

Cancellation of Application for Service

- M. Customers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the customer from payment for per-use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the customer canceled.

The special charges described in this section will be calculated on a case by case basis.

- N Except as provided above, when a Customer cancels an application for service prior to the start of service or prior to any special construction, the Company will impose the following charges:

1. for Customers that have executed a Voice Services Agreement with the Company (i.e. term customers), fifty percent (50%) of the recurring monthly charges for the services and products ordered multiplied by the number of months in the agreed upon term
2. for Customers that have not executed a Voice Services Agreement with the Company (i.e. non-term customers), the total recurring and non-recurring charges for the first two months of service.
3. In addition to the applicable charges discussed in Sections N.1 or N.2 above, where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, the Company will also impose a charge equal to the costs the Company incurred, less net salvage.
4. In addition to the applicable charge(s) discussed in Sections N.1.a or N.2 and N.3. above, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, the company will also impose a charge equal to the costs incurred, less net salvage.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 3 – Service Initiation and Changes (Cont’d)**

Cancellation of Service:

- O. Unless otherwise agreed to in writing, the Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Except as proved above, the termination liability charge discussed below applies to early cancellation of a Voice Services Supplement (term agreement).

Termination Liability

- P. Except as provided above, the timely termination of any Voice Services Supplement shall not relieve the Customer of its obligation to pay any charges incurred under the Voice Services Supplement, the Master Services Agreement and this tariff prior to termination.

Except as provided above, or otherwise specified in individually negotiated contracts, the termination liability for early termination of a service or services provided pursuant to a particular Voice Services Supplement will be 100% of the balance of the total billing for all services terminated services that would have been payable during the life of the term.

Prepaid Calling Cards and Services:

- Q. If the Company offers prepaid calling cards and services. It shall comply with the Consumer disclosure and service standards and requirements set forth in Commission General Order 168, Part 2, Rule 4 entitled “Prepaid Calling Cards and Services.”

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 4 – Contracts**

- A. Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similar situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 5 – Special Information Required on Forms**

A. Customer Bills

1. The Company's bills shall be clearly organized and may only contain charges for products and services the purchase of which customer has authorized. Charges for non-communications-related products and services may be included in a telephone bill, or in the same envelope as a telephone bill, only if they meet the requirements of Part 4, entitled Rules Governing Billing for Non-communications-Related Charges, of the Commission's General Order 168.
2. The Company, as well as any other service provider, shall be identified on each Customer bill, according to Commission Decision 00-03-020 as modified by D.00-11-015 and Commission General Order 168, Part 2, Rule 6(b). Each bill will prominently display a toll-free number for service or billing inquiries and disputes, together with an address where the Customer may write or e-mail the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses.

Each bill for telephone service will contain notations concerning the following:

- a. When the bill shall be paid by the Customer to the Company;
- b. Billing detail, including the period of service covered by the bill;
- c. Payment due date;
- d. Late payment charges and when they will be applied;
- e. How the Customer may pay the bill;
- f. How to contact the Company with questions about the bill;
- g. If a Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services then, the bill will include a toll-free number for service or billing inquires.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 5 – Special Information Required on Forms (Cont'd)**

3. Each bill shall also include the following statement, in clear readable type:

”If you have billing or service question, or a complaint you cannot resolve with us, write the California Public Utilities Commission at:, you should contact us to try to resolve the matter. If we are not able to resolve it to your satisfaction, you may write or call:

California Public Utilities Commission  
Consumer Affairs Branch, Room 2003  
505 Van Ness Avenue  
San Francisco, CA 94102  
or at: [www.cpuc.ca.gov](http://www.cpuc.ca.gov)  
or call: Toll Free: 1-800-649-7570 or  
TDD 1-800-229-6846  
E-mail: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov)

If your complaint concerns interstate\* or international calling, write you should contact the Federal Communications Commission at:

Federal Communications Commission  
Mail Stop 1600 A2  
Washington, D.C. 20554

Consumer Complaints  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, D.C. 20554  
or at: [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov)  
or call: Toll Free: 1-888-225-5322  
TTY: 1-888-835-5322

4. Where charges for two or more carriers appear on the same telephone bill, the charges will be separated by service provider.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 5 – Special Information Required on Forms (Cont'd)**

5. Each bill will clearly and conspicuously identify any change in service provider, including identification of charges from any new service provider. For purposes of this rule, "new service provider" means a service provider that did not bill the customer for service during the service provider's previous billing cycle. This definition shall include only providers that have continuing relationships with the subscriber that will result in periodic charges on the subscriber's bill until the service is canceled. The billing presentation rules apply equally to Company bills presented via e-mail or Internet.
6. Bills will include the amount being charged for each product or service, and a clear and concise description of the service, product, or other offering for which a charge has been imposed. The description must be sufficiently clear in presentation and specific in content so that customers can accurately assess that the services for which they are billed correspond to those that they have requested and received, and that the costs assessed for those services conform to their understanding of the price charged.
7. Where a telephone bill contains both charges for basic residential or single line business service and other charges, the bill will distinguish between charges for which non-payment will result in disconnection of basic residential or single line business service, and charges for which non-payment will not result in such disconnection. The Company must explain this distinction to the customer, and must clearly and conspicuously identify on the bill those charges for which nonpayment will not result in disconnection of basic residential or single line business service.
8. All mandated government taxes, surcharges and fees required to be collected from customers and to be remitted to federal, state or local governments shall be listed in a separate section of the telephone bill entitled "Government Fees and Taxes," and all such charges shall be separately itemized. This section of the bill shall not include any charges for which the Company is not required to remit to the government the entire amount collected from customers. The Company shall not label or describe non-government fees or charges in a way that could mislead customers to believe those charges are remitted to the government.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 6 – Establishment and Reestablishment of Credit**

- A. Each application for service shall provide credit information satisfactory to the CLC or pay a deposit. Deposit shall not be required if the applicant:
1. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
  2. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier.
  3. The Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).
  4. The Company shall not require, for its own benefit, a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 7 – Advance Payments and Deposits**

A. Advance Payments:

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. Company may not require advance payments for usage.

B. Deposits:

1. The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Deposits to establish or re-establish basic service shall be no greater than twice the estimated or typical monthly bill for recurring and usage charges for basic service. The Company may require an additional deposit for services it provides other than basic service.
4. Deposits for basic service will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, on November 30<sup>th</sup>, of the prior year, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period. The Company shall refund deposits associated with other services not later than 120 days after service is discontinued.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 8 – Notices**

Notices provided to the Customer by the Company shall be as follows:

- A. Changes to Rates, Terms or Conditions:
1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer.
  2. The Company shall notify all affected customers at least 25 days in advance of every proposed change in its customers' service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The customer notice shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed", and shall describe the current and proposed rates, terms or conditions, as appropriate. Where required by D.02-01-038 (or General Order 96-B, when issued), the notice must also describe the reason for the proposed change to a rate or charge and state the impact of the change in dollar and percentage terms.
  3. No Company initiated change in a term contract that may result in more restrictive terms or conditions is enforceable unless the change is otherwise allowed by applicable law and the change is also communicated to the subscriber in a written notice 25 days prior to the change taking effect. Such notice shall present in a clear and conspicuous manner the current term or condition, the change being made in that term or condition and following statement: "The terms of your contract have changed, and you may terminate it within 30 days from the effective date of the change without penalty." If the subscriber terminates service within 30 days from the effective date of the change, the subscriber shall not be assessed any otherwise applicable early termination penalty. A Company may not use this contract change provision to change term-contract rates or charges.
  4. Should the Company provide information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 8 – Notices (Cont'd)**

**B. Discontinuance of Service Notice**

1. Notice by customers:

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Unless otherwise agreed to by the Company and the Customer, such notice may be either verbal or written.

2. Notice by Company

Notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. Company name.
- b. Customer's name, address, and telephone number(s) associated with delinquent account.
- c. Information sufficient for customer to identify what service(s) are to be terminated, and the amount that is delinquent. If applicable, the minimum amount that must be paid to retain basic service.
- d. The date when payment or arrangements for payment are required in order to avoid termination.
- e. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- f. The toll-free telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- g. The telephone number of the CAB where the Customer may direct inquiries
- h. Notification that local service may not be discontinued for nonpayment of Category 11 or other unregulated competitive services.

3. This notice rule does not apply to termination of non-tariffed service for having reached either: (1) a usage or spending limit, prepaid or otherwise, that was arranged with the customer in advance; or (2) the end of a prepaid period of service known to and anticipated by the customer in advance.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 8 – Notices (Cont'd)**

C. Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

D. Customer Transfers:

The Company shall notify each affected subscriber at least 30 days in advance whenever it requests Commission approval for a transfer of customers. The notice shall follow the requirements where applicable of General Order 96-Series and/or Public Utilities Code § 2889.3; describe the proposed transfer in straightforward terms; explain that the transfer is subject to Commission approval; identify the transferee; describe any changes in rates, charges, terms, or conditions of service; state that customers have the right to select another utility, and provide a toll-free customer service telephone number for responding to subscribers' questions. Customer notices of transfers requested by application shall also comply with the Commission's Rules of Practice and Procedure and any rulings of the presiding officer during the course of the formal Commission proceeding the transfer notices, carriers will be identified by the name that appears on its Certificate of Public Convenience and Necessity and any properly registered fictitious business names under which service is provided.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 8 – Notices (Cont'd)**

E. Service Withdrawal:

The Company shall notify each affected subscriber at least 25 days in advance of every request to the Commission to withdraw service. The notice must describe the proposed withdrawal and proposed effective date, state that subscribers have the right to choose another utility, and provide the Company's toll-free customer service telephone number for responding to subscribers' questions. If the service to be withdrawn is basic service, the Company will also: explain in the notice that the withdrawal is contingent on Commission approval; arrange with the default carrier(s) for continuity of service to affected subscribers who fail to choose another utility and describe in the notice those arrangements and the subscribers' right to receive basic service from the underlying carrier or carrier of last resort; and provide the default carrier's name and toll-free number.

F. Rules for CLC Notices

Notices required under this Rule shall be in writing by one or a combination of bill inserts, notices printed on bills, or separate notices sent by first class mail. In each case, an electronic notice may be substituted where the subscriber has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail; and electronic notice is complete upon successful transmission (as defined in Cal. Civil Code § 1633.15(b)). Every notice in whatever form shall be legible and printed in the equivalent of 10-point or larger type.

Notices sent via text message to the device to be terminated for nonpayment shall be deemed to be complete so long as the notice provides the information required by Rule 8.B.2 above.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 9 – Prorating of Bills and Billing Disclosures**

- A. The Company shall prorate charges for basic service for partial months. Any prorated bill will use a thirty (30) day month to calculate the pro-rata amount, Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.
- B. The Company shall provide the following upon request by any subscriber, including any former subscriber for whom, in the judgment of either the Company or the Subscriber, charges or credits are still pending:
- 1) A description of each service for which charges appear(ed) on the customer's bill, and sufficient information regarding that service to respond to the customer's inquiry.
  - 2) A toll-free telephone number the customer may call to reach the Company, and the Company's post office address to which the customer may write, for inquiries, disputes and complaints related to the bill or to any other aspect of the customer's service.
  - 3) For any charges the Company has placed on the bill on behalf of any other entity, but for which the Company does not handle inquiries, disputes and complaints, the name of the other entity, a toll-free telephone number the customer may call, and a post office address to which the customer may write, for inquiries, disputes and complaints related to those charges will be provided.
- C. The Company, and those entities to whom it refers requests, must arrange to accept requests described in B above within a reasonable time and without excessive waiting intervals or rejections for lack of staffing and facilities. Telephone lines used to take complaint, dispute and repair calls should give access to a Company representative as quickly and reliably as lines the Company uses for incoming sales calls. Under most circumstances, the Company must be able to respond real-time or within three business days. Responses must be provided in writing if so requested.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 10 – Rendering and Payments of Bills**

- A. The Customer is responsible for payment of all charges for service furnished to the User. The Company will send bills to the Customer electronically using an e-mail address specified by the Customer. In the event a Customer requests receipt of bills in paper format, a charge of \$25 per month will be added to the first bill after the Company receives the request for paper bills. There will be no pro-rating or refund of this charge if the Customer reverts to electronic billing. Bills are due and payable on the date of presentation.
- B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.
- C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full twenty-two (22) days after the date the bill was mailed, or a later due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% per month on the overdue balance. The late payment date will be prominently displayed on the Customer's bill and will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.
- D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first class mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.
- E. The Company will credit payments effective the business day payments are received by the Company.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 10 – Rendering and Payments of Bills (Cont'd)**

- F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- G. A bill will not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill, with the following exception: five months for collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- H. Any objections to over-billing must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 11 – Disputed Bills Procedure**

- A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
1. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount. The Company shall reach a determination and communicate it to the customer within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the customer prevails, then no late charge or penalty may be imposed on the amount in dispute.
  2. The Company may not disconnect service to customer for non-payment of a disputed amount before seven calendar days after the date the Company notifies customer in writing of the results of its investigation. In no event shall the Company disconnect service for non-payment of a disputed amount prior to the due date shown on the bill.
  3. The Company may not disconnect service to a customer for nonpayment of a disputed amount if the customer has: (a) submitted a claim to the Commission’s Consumer Affairs Branch (“CAB”) for informal review, and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.
  4. The Company shall not provide, as a term or condition of service, for a choice of law other than that of California, for a forum for the adjudication of disputes located in a county other than the California county in which the customer is billed or which is the customer’s primary place of use of the service, or for any limitation of the right of a customer to bring complaints to the Commission or any other agency. The Company shall not hold a customer liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 11 – Disputed Bills Procedure (Cont'd)**

A. (Cont'd)

5. The undisputed portion of the bill must be paid by the Due By Date (no sooner than 22 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
6. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
7. The Company shall respond to CAB's requests for information within ten (10) business days.
8. CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.
9. After the investigation and review are completed by the Company as noted above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted, however, the service will not be disconnected prior to the Due By Date shown on the bill.
10. Customers may contact CAB at:  
California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
[www.cpuc.ca.gov](http://www.cpuc.ca.gov)  
1-800-649-7570  
TDD: 1-800-229-6846

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 12 – Discontinuation and Restoration of Service**

- A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.
- B. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
- C. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.
- D. Basic service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8B(2) of this tariff.
- E. Basic service will not be initially terminated on any day the Company's service representatives are not available to serve Customers.
- F. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- G. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's Premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information) .
  - 1. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by CPUC or by the court.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 12 – Discontinuation and Restoration of Service (Cont'd)**

- H. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer.
- I. Basic service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.
- J. Customer cancellations of applications for service prior to start of service will be treated according to Rule 3 above.
- K. Restoration of Service

The customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$250.00 charge for restoration of service for each service location after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

- L. Any payment made by a customer shall be applied first against the balance due on the customer's basic service unless the customer directs otherwise. Where a customer is offered and agrees to an alternative payment plan, the Company must provide confirmation of the terms in writing if the customer so requests.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 13 – Request for Old Bill**

- A. The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills, the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$ 1.00 per bill
Bills dated more than 90 days but less than 6 months	\$ 5.00 per bill
Bills dated more than 6 months but less than 12months	\$ 20.00 per bill

The Company will not provide a second copy of a bill that is more than 12 months old.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 14 – Temporary Service**

- A. Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 15 – Continuity of Service**

- A. The Company will not provide a credit allowance for interruption of service caused by the customer's facilities, equipment, or systems.
- B. Credit Allowance for Interruptions
1. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
  2. An interruption credit allowance is determined by (1) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (11) multiplying the result of (1) by the "credit" as specified following then (111) multiplying the result of (11) by the number of stations affected.

Interruption of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

3. Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.
4. Interruptions Over 24 Hours and less than 72 hours:  
  
Credit will be allowed in 115 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours,
5. Interruption Over 72 hours:  
  
Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 15 – Continuity of Service (Cont'd)**

C. Limitation on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
2. Interruption due to the failure or malfunction of non-Company equipment.
3. Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
4. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
5. Interruption of service due to circumstances or causes beyond the control of the Company.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 16 – Service Connection and Facilities on Customers' Premises**

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 17 – Measurement of Service**

- A. Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. (“NECA”) TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance will be determined utilizing the applicable "V" (vertical) and "H" (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
7. Formula:

Square root of  $(1/10 \text{ times } (V_1 - V_2)^2 + (H_1 - H_2)^2)$

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 18 – Telephone Number Changes**

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.
- E. A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 19 – Limitation of Liability**

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point (as defined in Rule 25), including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed the an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
  - 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
  - 2. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the rate schedule of this tariff and/or the applicable tariff schedules of Pacific Bell Telephone Company, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 19 – Limitation of Liability (Cont'd)**

E. (Cont'd)

3. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
5. For listing in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

F. Loss Arising From Non-Delivery of Written Messages

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

G. Errors in Information Furnished by Directory Assistance Operators

The Company shall allow a credit for errors in telephone numbers or other information furnished by the Directory Assistance Operators of Pacific Bell Telephone Company, Verizon California, Inc., Roseville Telephone Company, and/or Citizens Telephone Company. in accordance with the applicable tariff schedules of the relevant Directory Assistance Operator an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "O" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 19 – Limitation of Liability (Cont'd)**

H. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or customer's service.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 20 – Use of Service**

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this Tariff may be resold to or shared jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition.
- F. Unauthorized Use
  - 1. Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
  - 2. Service shall not be used for any purpose in violation of law.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 21 – Responsibility of the Customer**

- A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 22 – Special Construction**

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or a service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

1. nonrecurring charges;
2. recurring charges
3. termination liabilities; or
4. combination of (1), (2) and (3)

B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specifically constructed at the request of a Customer.

1. The period on which the termination liability is based is the estimated service life of the facilities provided.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 23 – Non-routine Installation and/or Maintenance**

- A. At the Customer's request, installation/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 24 – Individual Case Basis (ICB) Arrangement**

- A. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-A.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 25 – Service for the Deaf and Disabled**

- A. The Company will provide Customers with access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with an Inter-Exchange Company.
- B. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.
- C. Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.
- D. The following Calls may be placed through the Relay Service:
  - 1. Calls to informational recordings and group bridging service;
  - 2. Calls to time or weather recorded messages;
  - 3. Station sent paid calls from coin telephones; and
  - 4. Operator-handled conference service and other teleconference calls.
- E. The Company will impose a surcharge to all Customers for this service at a level determined by the Commission.

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**COMPETITIVE LOCAL CARRIER**

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**RULES**

**Rule 26 – Emergency Telephone Number Service (911 Service)**

- A. Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers. The telephone user who dials the 911 number will not be charged for the call.
- B. All carriers providing end-user access to the public switched telephone network shall, to the extent permitted by existing technology or facilities, provide every residential telephone connection, and every wireless device technologically compatible with its system, with access to 911 emergency service regardless of whether an account has been established. No carrier shall terminate such access to 911 emergency service for non-payment of any delinquent account or indebtedness owed to the Company.

C. Multi-line Telephone System (“MLTS”) Access

The 911 Service network offers MLTS owners/operators/lessees (“Customers”) the option to provide telephone station location information to the 911 Database used by 911 dispatchers. When an end user dials 911 from a Multi-line Telephone System, the actual location of the end user may not always be accurately transmitted to the 911 dispatcher at the Public Safety Answering Point (“PSAP”), who may receive the location of the main number or the pilot number of a hunt group instead.

It is the Customer’s responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address (“station”) information to the 911 database administrator. Once the Customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Company to provide the location of the pilot number to the PSAP for 911 calls and, where technically and operationally feasible, the Company will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 27 – Change of Service Providers**

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by the Company or its agents to Customers must be legible and printed in a minimum type size type of 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

Authorization and verification of orders for telecommunication's services shall be done in accordance with applicable state and federal law.

B. Unauthorized Service Termination and Transfer ("Slamming")

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. Commission General Order 168 Part 5 sets forth the rules governing slamming complaints, including the Company's liability, the customer's liability for charges, procedures for resolving unauthorized carrier changes and procedures for informal complaints. The remedies available to customer under General Order 168 are in addition to any other remedy available under state or federal law. A penalty or fine of up to \$500 payable to the CPUC may apply to each violation of the Rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Slamming Complaints should be sent to:

Slamming Complaints  
Consumer Affairs Branch  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 28 – Privacy**

- A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893.

For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the customer.

CLCs are subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 8306-066, 83-06-073, and 83-09-061.

- B. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.
- C. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 91 1 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 28 – Privacy (Cont'd)**

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

1. Credit Information

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: non-published subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.

2. Calling Records

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 28 – Privacy (Cont'd)**

**B. Release of Subscriber Credit Information and Calling Records**

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

1. Upon receipt of a search warrant obtained pursuant to California or federal law, or
2. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.
3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena, or
4. Upon receiving permission of the subscriber to release the information.

**C. Notification to the Subscriber**

1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
2. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records, for the specified dates and telephone numbers, and provide the name of the agency making the request.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 28 – Privacy (Cont'd)**

D. Deferral of Notification

1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of receipt of the subpoena before divulging the information or records requested.
2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation (of an offense pursuant to which the subpoena or warrant was issued).
3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, of that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

E. Exception to Procedure for Release or Credit and Calling Records

1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscribers account or is an independent telephone company or Bell Company.

F. Retention of Records

1. Records request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 29 – Nonpublished Service; Release of Information**

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules.

Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- A. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agency provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- B. Agencies authorized to receive information:
1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof
  2. An agency of the federal government which is lawfully authorized to:
    - a. Conduct investigations or make arrests for violations of the criminal laws of the United States, or
    - b. Prosecute violations of the criminal laws of the United States, or
    - c. Enforce civil sanctions which are ancillary to criminal statutes, or
    - d. Conduct investigations into matters involving the national security of the United States, or
    - e. Protect federal or foreign officials, or
    - f. Protect public health and safety, or
    - g. Conduct emergency rescue operations.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 29 – Nonpublished Service; Release of Information (Cont'd)**

3. Any public health agency of the State of California or of a city, county, or other local government.
  4. County or city 91 1 projects.
  5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
  6. Collection agency, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
  7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- C. Procedure for release of nonpublished information to authorized agency.
1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either
    - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity, or
    - b. Health officers, who are acting in their (official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation, or
    - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding, or
    - d. Employees of a county or city 911 project when acting in an official capacity; or
    - e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 29 – Nonpublished Service; Release of Information (Cont’d)**

C. Procedure for release of nonpublished information to authorized agency. (Cont’d)

2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

D. Notification of Customer

1. The telephone utility shall not notify a customer regarding the release of customer, nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release nonpublished information, the customer will receive no communication from the utility.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 29 – Nonpublished Service; Release of Information (Cont'd)**

D. Notification of Customer (Cont'd)

3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

E. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violated a client's or contacts right of privacy and confidentiality.

F. Release of information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 29 – Nonpublished Service; Release of Information (Cont'd)**

G. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved 'for a period of not less than one year from the date on which the period of nondisclosure expires.

H. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 30 – Legal Requirements for Refusal or Discontinuance of Service**

California Public Utilities Commission's Decision No. 91188, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

“Appendix B”

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized, official of a law enforcement agency of a writing, signed by a magistrate as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrates writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety or welfare will result.”
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of hearing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of or as a result of any matter or thing done or threatened to be done pursuant to the provisions of this rule.”
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.”

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 30 – Legal Requirements for Refusal or Discontinuance of Service (Cont'd)**

4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to Present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both
  - (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that absent immediate and summary action in the premises significant, danger to public health safety, or welfare will result, and
  - (2) the burden of persuading the Commission that the service should be refused or should not be restored.”
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles offices concerning any provision of this rule.”
6. At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph I of this rule the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber.”

Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 30 – Legal Requirements for Refusal or Discontinuance of Service (Cont'd)**

7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application, for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.”
8. The term person, as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.”
9. The term ‘communications utility,’ as used herein, includes a 'telephone corporation 'and a 'telegraph corporation' as defined in Division I of the California Public Utilities Code.”

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 31 – Directories**

- A. The Company will make one printed directory available to each Customer at no charge. Directories are composed of alphabetical name and street address listings. Such directories will be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in the rate schedule of this tariff.
- B. Primary service listing of the customer will be provided at no charge. The customer may request additional listings and non-published listings from Utility at a nominal monthly rate. Nonpublished Service will remove customer information from both the published directory and directory assistance database.
- C. If the Company provides basic service in an area, it shall include, at a minimum and in addition to customer listing information, the following emergency and customer disclosure information in the alphabetical telephone directory it provides to its customers in that area. If the Company provides basic service but does not publish its own alphabetical telephone directory, it may meet the carrier-specific information requirements of this rule by ensuring that the carrier-specific information is contained in either (1) the alphabetical telephone directory that the Company causes to be delivered to its customers; or (2) written form suitable for inserting into that directory and delivered to every customer at the time, or shortly after the time, the directory is delivered.
1. The procedure which the Company will follow during emergencies, how telephone customers can best use the telephone network in an emergency situation, and the emergency services available by dialing 911.
  2. Information regarding state and federal laws that protect the privacy rights of residential telephone customers with respect to telephone solicitations.
  3. Telephone number(s) to contact the Company for any purpose related to a customer's account or service.
  4. Instructions for reaching an operator and directory assistance.
  5. Basic service rates and information, including those for Universal Lifeline Telephone Service.
  6. The Company's prefixes within the directory boundaries; where each is located; and for each prefix, a list of all other prefixes that can be reached as a local call.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 31 – Directories (Cont'd)**

C. (Cont'd)

7. A map of California Local Access and Transport Areas (LATAs) and their locations.
8. A list of area codes (North American Numbering Plan areas) and their locations.
9. A list of international dialing codes, and instructions for making international calls.
10. Accessibility information for non-English speaking and deaf and disabled customers.
11. If the Company is required under Commission Rules to post tariffs or other customer disclosure information on the Internet, the Company's Internet address for accessing that information.
12. A clear reference to the Commission's Internet address, and toll-free phone number (866) 849-8390, of the Commission's Public Advisor where consumers may obtain a complete copy of these consumer protection rules.
13. Information explaining the availability and effect of Caller ID blocking options.

No basic service provider shall reduce the level of telecommunications-related information included in an alphabetical telephone directory without first obtaining authorization from the Commission to do so.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 32 – Demarcation Points**

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 32 – Demarcation Points (Cont'd)**

B. Local Loop Demarcation Point (Cont'd)

4. Exceptions:

- a. Emergency Reporting Services (E911/91 1): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
- b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
- c. Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.
- d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
- e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- f. Carrier Points of Presence ("POP"): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 32 – Demarcation Points (Cont'd)**

C. INC Demarcation Point

1. The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
3. Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC, where there is no INC, the Inside Wire Demarcation Point is the MPOE.



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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 32 – Demarcation Points (Cont'd)**

E. Continuous Property

1. Continuous Property is land which is
  - a. wholly owned by a single individual or entity, regardless of whether the owner leases<sup>1</sup> all or a portion(s) of the property to another and
  - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare<sup>2</sup> or the property of another.
2. There are three basic types of Continuous Properties:
  - a. Single-tenant commercial in which one owner or tenant occupies all building.
  - (b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
  - (c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common<sup>3</sup> do not constitute Continuous Property.

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<sup>1</sup>The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

<sup>2</sup>A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

<sup>3</sup>Such as townhomes and homes in gated communities.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 32 – Demarcation Points (Cont'd)**

E. Continuous Property (Cont'd)

3. Continuous Property

- a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
- b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.

4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in Cal. P.U.C. Schedule CLC 2-T, Sheet No. 5, except as provided in B.4 preceding.

5. The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.

6. At the request of a property owner, the Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owner property and (b) railroad rights-of-way and extensive, privately owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, e. (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**Rule 33 – Blocking Access to 900 and 976 Information Services**

- A. At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.

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**COMPETITIVE LOCAL CARRIER**

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**Rules**

**No. 34 – Consumer Affairs Branch Requests for Information**

- A. The Company shall designate one or more representatives to be available during regular business hours (Pacific time) to accept Consumer Affairs Branch (“CAB”) inquiries and requests for information regarding informal complaints from subscribers. The Company shall provide to CAB and at all times keep current its list of representative names, telephone numbers and business addresses.
- B. The Company shall provide all documents and information CAB may request in the performance of its informal complaint and inquiry handling responsibilities, including but not limited to subscriber-carrier service agreements and contracts, copies of bills, Company solicitations, subscriber authorizations, correspondence between the Company and subscriber, applicable third party verifications, and any other information or documentation. The Company shall provide requested documents and information within ten business days from the date of request unless other arrangements satisfactory to CAB are made.
- C. Nothing in this tariff shall limit the lawful authority of the Commission or any part of its staff to obtain information or records in the possession of the Company when they determine it necessary or convenient in the exercise of their regulatory responsibilities to do so.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates**

A. Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service;
- Where available, place or receive calls to 800 telephone numbers.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g. 900, 976).

1. Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The Service does not include any long distance service or other toll services. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number.

Local service will be provided on a flat-rate or usage sensitive basis as applicable based on the service selected by the Customer. The calling areas for determination of usage sensitive rates are as follows and will be calculated using the formula in Rule 17:

Bands 1 and 2	0-12 miles
Band 3	12-16 miles
Band 4	16+ miles

a. Standard Features

Each Local Line Customer is provided with only basic local telephone service.

b. Optional Features

Optional features are available for an additional charge as specified below.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

2. Measured Access Line Service

Measured Line Service denotes service for use by customers for which charges are made according to a measured amount of usage. Rates include non-recurring charges and monthly recurring charges.

An access line is the connecting facility between a customer's premises and a serving central office that provides customer access to the switched network for placing and receiving calls.

3. Local, IntraLATA Toll and InterLATA Calling Service

Local Calling Service provides a customer with the ability to originate calls from a Utility-provided access line to all other stations on the public switched telephone network<sup>1</sup> bearing the designation of any central office exchanges, areas, and Zones 1, 2 and 3 included in the customer's local calling area. Calls to destinations outside the local calling area but within the same state and LATA will be charged the intraLATA toll rates. Calls to destinations outside the LATA will be charged the interLATA rates. Intra and InterLATA service is available on either a switched or dedicated basis. Intra and InterLATA usage is billed on a flat rate basis.

4. Private Branch Exchange ("PBX") Service

A PBX trunk provides a customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. PBX trunks are provided for connection of customer-provided PBXs to the public switched telephone network. Each trunk is provided with touch tone signaling and may be configured into a hunt group with other Utility-provided trunks.

Where local facilities and operating conditions permit, PBX trunk lines that terminate on TOPS may be arranged to restrict 10XXX+1 and 10XXX+011+ calls. such arrangement is offered on a limited basis by specific systems within geographical areas.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

10XXX Selective Blocking will block calls in one of the following ways:

- Full Blocking - Block all 1+, 011+, 10XXX+1+, 011+
- Split Blocking - Block 10XXX+1+, 10XXX+011+

The following trunk types are available:

a. Basic Trunks

Basic Trunks may carry one-way outbound calls only or may carry both inbound and outbound calls without the functionality of DID or DOD trunks.

b. Direct Inward Dialing ("DID")

DID allows a station of the PBX to be accessed directly from an outside caller without going through an attendant. DID trunks transmit the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID trunks are furnished where operating conditions and the availability of facilities exist.

c. DID Number Blocks

Each block of 20 or 100 station numbers are charged separately. Blocks of 20 station numbers may not be combined to form a group of 100 station numbers. Blocks of 20 DID station numbers will not be offered in conjunction with SuperTrunk.

d. Direct Outward Dialing ("DOD")

DOD trunks identify and bill outgoing toll and zone calling usage by seven digit station numbers on calls originating on these trunks. DOD trunks are furnished where operating conditions and the availability of facilities exist.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

- e. Digital Trunk Service allows the connection of customer premise equipment to Utility's specified switch over 1.544 Mb digital High Capacity Service ("HiCap"). Digital Trunk Service is modified in increments of 24 exchange channels only. Digital Trunk Service is only available where operating conditions and equipment permit. Standard features, with the exception of the trunk group charge, are included in the Digital Trunk Service's termination recurring and installation charges. A minimum installation requires one Digital Trunk Service termination, one HiCap and one trunk group.

Digital Trunk Service features may include the following:

- 24 Digital Channels - Each SuperTrunk provides 24 digital channels.
- Answer Supervision on Outbound Calls - An electronic signal to the originating premises equipment when an outbound call is answered and when the called party disconnects.
- Automatic Channel Selection - Selects an idle channel for inbound call completion from a preset pattern within a trunk group.
- Call Transfer (available only on 5ESS Switch) - Incoming calls may be transferred to another telephone number.
- Trunk Groups - A minimum of one-trunk group is required for use with Digital Trunk Service. Trunk group charges are in addition to Digital Trunk Service termination charges. Trunk groups are identified as:

In-only -	Incoming voice grade
Out-only-	Outgoing voice grade
Two-way-	Two way voice grade



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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

e. (Cont'd)

- Primary Interexchange Carrier Override - 10XXX is available for intraLATA calls.
- Trunk Group Calling Restrictions - Dialing restrictions for outbound calls are selectable. Trunk Group Calling Restriction is assignable to individual trunk groups.

Digital Trunk Service optional features are as follows:

- Alternate Route allows the Customer to specify an alternate route where incoming Digital Trunk calls may be directed when all channels are busy, or when there is a network failure.
- Dialing Plan allows a Customer to dial between entities on either an access code or abbreviated station to station dialing basis where facilities and operating conditions permit.

5. Optional Calling Features

The following optional calling services are available:

- a. Call Forwarding allows the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.
- b. Busy Call Forwarding allows the forwarding of incoming calls when the line is busy to any phone in the local calling area. The forwarded number is fixed by the service order.
- c. Busy Call Forwarding Extended allows the forwarding of calls to any phone outside of the local calling area.
- d. Delayed Call Forwarding allows the forwarding of incoming calls when the line remains unanswered after preset number of rings. The number of rings and the forwarded number are fixed by the service order. Calls may be forwarded outside the local central office.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

5. Optional Calling Features (Cont'd)

- e. Call Forward Variable permits the routing of all incoming calls to one assigned phone number upon activation.
- f. Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten preselected numbers to another telephone number. The line can be restored to normal operation at any time. Select Call Forwarding can be used in conjunction with Call Forwarding.
- g. Remote Access to Call Forwarding allows activation and deactivation of the Call Forwarding feature and changes to the forwarded to number from a location other than where the service is located.
- h. Call Tracing allows customers to trace annoying and harassing calls.
- i. Call Waiting ("CW") sends a tone signal while a call is in progress to indicate a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way conference cannot be established.
- j. Cancel Call Waiting ("CCW") allows the dialing of an activation code prior to making a call, to cancel the CW feature. CCW must be activated each time CW is to be canceled. Exception: If a Custom Calling Service that provides "flash privileges" such as Three-Way Calling is subscribed to, the CCW feature can be activated while an incoming or outgoing call is in progress. The rates and charges for CW in the Pacific Bell exchanges include the CCW arrangement.
- k. Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

5. Optional Calling Features (Cont'd)

- l. Speed Calling allows placing calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight code list or thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, an activation code is dialed, a second dial tone is received and a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number is dialed.
- m. Priority Ringing differentiates incoming calls from up to ten preselected telephone numbers by signaling with a distinctive ringing pattern. If Call Waiting is also subscribed to, a distinctive tone is heard for the selected set of numbers. The last incoming call can automatically be added to the list of preselected numbers.
- n. Repeat Dialing allows calls to be automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free. Calls may continue to be made and received while the feature is activated.
- o. Call Screen allows the automatic blocking of incoming calls from up to ten preselected telephone numbers (including numbers from calls that have just been received). The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

5. Optional Calling Features (Cont'd)

- p. Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- q. Caller I.D. allows the customer to view the phone number of the person calling before the phone is answered.
- r. Caller I.D. With Name allows the customer to view the listed name associated with the telephone number before the phone is answered.
- s. Caller I.D. Blocking Select allows the customer phone number to be blocked from selected Caller I.D. units.
- t. Caller I.D. Blocking Complete allows the customer phone number to be blocked from all caller units.
- u. Hunting allows incoming calls to be routed to an idle station line in a pre-arranged group where the called station line is busy.
- v. Intercom allows for interconnection between two or more phone extensions answering the same phone number.
- w. Intercom Plus allows for interconnection between two or more phone extensions answering the same phone number. Intercom dialing is activated by dialing an access code and hanging up. The central office then applies distinctive ringing to the line and all stations of that line.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

6. Operator Services

a. Operator Handled Calling

Operated Handled Calling Service is provided to customers and users of Utility's local intraLATA and interLATA calling services and to users accessing presubscribed public pay phones or customer provided stations for operator assisted calls. In addition to charges which would otherwise apply pursuant to other sections of this tariff, each operator call will be assessed a charge(s) as set forth within.

Person-to-Person: Calls completed with the assistance of a Utility operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to Utility's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station.

Operator Dialed Charge: The end user places the call without dialing the designation number, although the capability to do it himself exists. The end user will dial "0" for local calls and long distance calls and then requests the operator to dial the called station.

Billed to Calling Card: Refers to calls that are dialed by Utility in accordance with standard dialing instructions and billed to a calling card.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

6. Operator Services (Cont'd)

b. Directory Assistance

Customers and users of Utility's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which Utility's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from Directory Assistance Service.

c. Busy Line Verification and Line Interrupt Service

Upon request of a calling party Utility will verify a busy condition on a called line.

- The operator will determine if the line is clear or in use and report to the calling party.
- The operator will interrupt the call on the called line only if the calling party indicates an emergency.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

6. Operator Services (Cont'd)

c. Busy Line Verification and Line Interrupt Service (Cont'd)

A charge will apply when:

- The operator verifies that the line is busy.
- The operator verifies that the line is available for incoming calls.
- The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

- When the calling party advises that the call is to or from an official public emergency agency.
- Under conditions other than those specified within, preceding.
- Charges for verification and interruption may be billed to a third number or calling card.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. The customer shall identify and save Utility harmless against all claims that may arise from either party to the interrupted call or any person.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

A. Local Exchange Service (Cont'd)

7. Toll Free Service

Toll Free Service provides the customer with a telephone number within the 800/888 NPA, enabling the customer to receive incoming calls to that number which originate from any station on the public switched telecommunications network within the state of California. All charges for incoming 800/888 calls will be billed to the customer. Features include the ability to block or allow toll-free origination from any NPA the customer selects. Enhanced features include Dialed Number Identification Service (DNIS) and Real Time ANI.

8. Maintenance Visits

The Maintenance Visit Charge applies for time spent on a Customer's premises by a Company employee during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Company facilities or in detariffed CPE provided by the Company.



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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

1. a. General Non-Recurring Charges

Suspension Restoral Fee	\$ 45.00
Existing service Location Transfer	\$ 67.21
Class of Service Change	\$ 67.21
Record Order Change	\$ 65.00
Telephone Number Change	\$ 65.00

b. General Recurring Charges

The Regulatory Recovery Surcharge recovers costs associated with regulatory proceedings and ongoing regulatory compliance, as well as additional indirect costs associated with administering and complying with statutory and regulatory programs. This fee is not a tax or charge required by the government and is not subject to exemption. The surcharge applies to combined customer balances, exclusive of taxes and governmentally-imposed surcharges.

Regulatory Recovery Charge            4.5% of total customer invoice

**COMPETITIVE LOCAL CARRIER**

**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

2. Measured Service (AT&T California Territory)

a. On-Net Service

	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
BRI	\$ 45.00	\$ 150.00
PRI	\$ 545.00	\$ 1890.00
T-1 DID/DOD	\$ 495.00	\$ 1795.00
Trunk Group (minimum of one request per PRI or Voice Trunk)	\$ 8.55	\$ 118.50
Optional Alternate Routing	\$ 39.95	\$ 67.21
1 MB	\$ 24.95	\$ 80.74
Business Access Trunks (Assured)	\$ 24.95	\$ 80.74
Business Access Trunks (Basic)	\$ 24.95	\$ 80.74
Business Access Trunks (Assured DID)	\$ 18.32	\$ 80.74
Business Access Trunks (Basic DID)	\$ 18.32	\$ 80.74
Centrex Lines	\$ 29.95	\$ 73.00
Centrex System Set Up (required when Centrex Lines are ordered)		\$ 275.00
DID – Single Line	\$ 1.95	\$ 9.95
DID - 20 Line Block	\$ 12.83	\$ 142.49
DID – 100 Line Block (First 100 Lines)	\$ 36.25	\$ 379.96
DID – 100 Line Block (Additional 300 Lines)	\$ 36.25	\$ 379.96
Hi Capacity DS1 (assumes two terminations)	\$ 473.69	\$ 1100.00
Hi Capacity DS1-Fixed Mileage	\$ 75.00	\$ 200.00
Hi Capacity DS1-Variable Mileage (per mile)	\$ 10.00	\$ 10.00

**COMPETITIVE LOCAL CARRIER**

**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

2. Measured Service (AT&T California Territory) (Cont'd)

b. Resale Service

	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
BRI	\$ 69.95	\$ 150.00
PRI- Package 1	\$ 336.00	\$ 850.00
1 <sup>st</sup> Combo Trunk Group with PRI	\$ 17.95	\$ 75.00
PRI- Caller Name Display	\$ 29.95	\$ 75.00
T-1 DID/DOD	\$ 495.00	\$ 1795.00
Trunk Group (minimum of one request per PRI or Voice Trunk)	\$ 8.55	\$ 118.50
Optional Alternate Routing	\$ 39.95	\$ 67.21
1 MB - AT&T ILEC Service Area	\$ 134.80 (I)	\$ 80.74
1 MB - Verizon ILEC Service Area	\$ 38.70	\$ 80.74
Business Access Trunks (Assured)	\$ 27.95	\$ 80.74
Business Access Trunks (Basic)	\$ 24.95	\$ 80.74
Business Access Trunks (Assured DID)	\$ 27.95	\$ 80.74
Business Access Trunks (Basic DID)	\$ 24.95	\$ 80.74
Centrex Lines	\$ 29.95	\$ 120.00
Primary Station Line	\$ 78.25	\$ 30.00
Basic Centrex Access	\$ 8.75	\$ 120.00
Centrex System Set Up (required when Centrex Lines are ordered)		\$ 275.00
Feature Package	\$ 26.00	\$ 145.00
DID - 20 Line Block	\$ 18.50	\$ 175.00
DID - 100 Line Block (First 100 Lines)	\$ 49.95	\$ 450.00
DID - 100 Line Block (Additional 300 Lines)	\$ 49.95	\$ 450.00
Hi Capacity DS1 (assumes two terminations)	\$ 473.69	\$ 1100.00
Hi Capacity DS1-Fixed Mileage	\$ 75.00	\$ 200.00
Hi Capacity DS1-Variable Mileage (per mile)	\$ 10.00	\$ 10.00
Channel Term at Customer Location	\$ 259.00	\$ 750.00

**COMPETITIVE LOCAL CARRIER**

**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

3. Optional Calling Features

	Monthly Rates – Residential/ Business ON NET	Monthly Rates - Resale	Nonrecurring Charge – Residential/ Business ON NET	Nonrecurring Charge - Resale
Call Forwarding	\$ 3.51	\$17.75	\$ 7.50	\$ 7.50
Busy Call Forwarding Extended	\$ 3.89	\$ 7.25	\$ 7.50	\$ 7.50
Call Forward No Answer	\$ 3.99	\$ 3.99	\$ 7.50	\$ 7.50
Delayed Call Forwarding	\$ 3.75	\$ 4.50	\$ 7.50	\$ 7.50
Change Number of Delayed Rings			\$ 65.00	\$ 65.00
Change Forwarded Number			\$ 65.00	\$ 65.00
Message Waiting Indicator	\$ 0.88	\$ 0.88	\$ 7.50	\$ 7.50
Call Forward Variable (Unlimited)	\$ 0.75	\$ 0.95	\$ 7.50	\$ 7.50
Select Call Forwarding	\$ 1.90	\$ 1.90	\$ 7.50	\$ 7.50
Remote Access to Call Forwarding	\$ 2.70	\$ 2.70	\$ 7.50	\$ 7.50
Call Tracing	\$ 0.86	\$ 0.86	\$ 7.50	\$ 7.50
Call Waiting	\$ 3.51	\$15.95	\$ 7.50	\$ 7.50
Call Forwarding Don't Answer	\$ 0.75	\$ 0.95	\$ 7.50	\$ 7.50
Three Way Calling	\$ 3.78	\$13.50	\$ 7.50	\$ 7.50
Speed Calling-8/30 Code Capacity	\$ 0.75	\$12.50	\$ 7.50	\$ 7.50
Ground Start	\$0.97	\$ 0.97	\$ 7.50	\$ 7.50
Priority Ringing	\$ 4.18	\$ 5.95	\$ 7.50	\$ 7.50
Repeat Dialing	\$ 4.18	\$ 6.95	\$ 7.50	\$ 7.50
Call Screen	\$ 4.18	\$ 4.95	\$ 7.50	\$ 7.50
Call Return	\$ 1.80	\$12.15	\$ 7.50	\$ 7.50
Caller I.D.	\$11.68	\$25.00	\$ 7.50	\$ 7.50
Call Waiting ID	\$ 3.00	\$ 3.95	\$ 7.50	\$ 7.50
Hunting (per trunk line)	\$ 0.47	\$ 1.95	\$ 28.50	\$ 28.50
Centrex Classic Feature Pkg	\$ 1.95	\$ 5.95	\$ 7.50	\$ 7.50
Call Forward No Answer	\$ 0.75	\$ 0.78	\$ 7.50	\$ 7.50
Remote Call Forwarding- Per Path	\$19.00 (I)	\$19.95	\$ 75.00	\$ 75.00
Personalized Phone Number	\$19.95	\$24.90	\$ 7.50	\$ 7.50
Feature Package	\$25.00	\$29.95	\$118.74	\$145.00
Call Transfer Disconnect	\$ 9.96	\$11.95	\$ 7.50	\$ 7.50
Call Pick-up Group	\$20.11	\$24.95	\$ 75.00	\$ 75.00
Call Pick-up	\$ 0.75	\$ 0.95	\$ 7.50	\$ 7.50
Call Hold	\$ 0.75	\$ 0.78	\$ 7.50	\$ 7.50
WirePro	\$ 5.00	\$ 5.95	\$ 7.50	\$ 7.50
Anonymous Call Rejection	N/A	\$6.95	N/A	N/A

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (continued)**

B. Local Exchange Service Rates and Charges (Cont'd)

Change Custom Calling Feature  
 (add/remove): \$6.00 per feature/per change

4. Measured Service (AT&T California Territory)

	<u>Monthly Charge</u>
Per business line (minimum 8 lines)	\$ 11.45
Per residential line	\$ 11.45

Measured Line Usage Charges:

a. Program 1

<u>Band(s)</u>	<u>Mileage</u>	<u>Initial Rate</u>	<u>Overtime Rate</u>
1 and 2	0-12	\$0.035	\$0.0111
3	12-16	\$0.0825	\$0.019
4	16+	\$0.049	\$0.049

b. Program 2

<u>Band(s)</u>	<u>Mileage</u>	<u>Initial Rate</u>	<u>Overtime Rate</u>
1 and 2	0-12	\$0.027	\$0.009
3	12-16	\$0.063	\$0.018
4	16+	\$0.049	\$0.049

c. Program 3

<u>Band(s)</u>	<u>Mileage</u>	<u>Initial Rate</u>	<u>Overtime Rate</u>
1 and 2	0-12	\$0.0247	\$0.0078
3	12-16	\$0.063	\$0.018
4	16+	\$0.049	\$0.049

**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

5. IntraLATA Toll Calling Charges

<u>Mileage Band</u>	<u>First Minute</u>	<u>Each Additional Minute</u>
13-16	\$0.049	\$0.049
17-20	\$0.049	\$0.049
21-25	\$0.049	\$0.049
26-30	\$0.049	\$0.049
31-40	\$0.049	\$0.049
41-50	\$0.049	\$0.049
51-70	\$0.049	\$0.049
71+	\$0.049	\$0.049

6. Operator Services/Operator Handled Calling

	<u>Charge</u>
Person-to-Person (customer dialed)	\$0.00
Operator dialed charge (Applies in addition to other operator charges)	\$0.00
Billed to LEC/CLC calling card (Additional surcharge)	\$0.25

7. Busy Line Verification and Line Interrupt Service

Busy Line Verification (per request):	\$1.50
Line Interrupt (per request):	\$1.50

**COMPETITIVE LOCAL CARRIER**

**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

8. Telephone Directory Service

	Non-Recurring Charges	Monthly Recurring Charges
Primary Service Listing:	\$0.00	\$0.00
Additional Service Listing:	\$0.00	\$0.00
Non-Published Listing:	\$0.00	\$1.95
Vanity numbers	\$0.00	\$0.00

9. End User Common Line Charge (EUCL)

	<u>Monthly</u>
Single Line Residential (per line)	\$ 4.96
Multiline Residential (per line)	\$ 4.96
Single Line Business (per line)	\$ 4.96
Multiline Business (per line)	\$ 4.96
Centrex (per line)	\$ 4.96
Basic Rate ISDN (per line)	\$ 4.96
Primary Rate ISDN (per package)	\$69.76
T-1 DID/DOD (per channel)	\$ 4.96
Hosted PBX User/ IP Centrex (per TN)	\$ 4.96
Business Access Trunks (per line)	\$ 4.96

10. Presubscribed Interexchange Carrier Charge (PICC)

	<u>Monthly</u>
Single Line Residential (per line)	\$1.50
Multiline Residential (per line)	\$1.50
Single Line Business (per line)	\$1.50
Multiline Business (per line)	\$1.50
Centrex (per line)	\$1.50
Basic Rate ISDN (per line)	\$1.50
Primary Rate ISDN (per voice channel)	\$1.50
T-1 DID/DOD (per channel)	\$1.50
Hosted PBX User/ VoIP User (per TN)	\$1.50
Business Access Trunks (per line)	\$1.50

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

11.	<u>Digital Line Port Charge (DLPC)</u>	<u>Monthly</u>
	T-1 DID/DOD	\$ 39.95
	Primary Rate ISDN (per package)	\$ 39.95
	Basic Rate ISDN (per line)	\$ 1.15
	PT to PT T-1	\$ 39.95
12.	<u>Local Number Portability Service Charge (LNPSC)</u>	
	Single Line Residential (per line)	\$ 0.48
	Multiline Residential (per line)	\$ 0.48
	Single Line Business (per line)	\$ 0.48
	Multiline Business (per line)	\$ 0.48
	Centrex (per line)	\$ 0.48
	Business Access Trunks (per line)	\$ 3.06
	Hosted PBX User/ IP Centrex (per TN)	\$ 0.48
	Basic Rate ISDN (per line)	\$ 0.48
	Primary Rate ISDN (per package)	\$22.32
	T-1 DID/DOD (per trunk)	\$22.32
13.	<u>Maintenance Visits</u>	
	Basic Time - Per Technician:	
	First one-quarter (1/4) hour	\$85.00
	Each additional one-quarter (1/4) hour	\$22.50
	Overtime - Per Technician:	
	First one-quarter (1/4) hour	\$96.25
	Each additional one-quarter (1/4) hour	\$33.75
	Premium Time - Per Technician	
	First one-quarter (1/4) hour	\$107.50
	Each additional one-quarter (1/4) hour	\$ 45.00



**COMPETITIVE LOCAL CARRIER**

**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

14. Directory Assistance

Per call \$0.85

15. Hosted PBX Service

	<u>Monthly</u>	<u>Set-Up</u>
Account Codes	\$ 50.00	\$ 50.00
ACD: Agents	\$ 40.00	\$ 40.00
ACD: Group	\$ 30.00	\$250.00
Custom Music On Hold- 100	\$100.00	\$300.00
Custom Music On Hold- 50	\$ 75.00	\$150.00
Auto- Attendant: Custom		\$300.00
DS1 Local Access	\$425.00	\$650.00
Expedited Install		\$500.00
IP Address Upgrade (32)	\$ 32.00	\$ 50.00
IP Address Upgrade (64)	\$ 96.00	\$ 50.00
Internet Service (per 1.5 Mbps)	\$200.00	\$200.00
Pickup Group: Per User	\$ 5.00	\$ 5.00
Pickup Group: Per Group	\$ 30.00	\$150.00
Hunt Group: Per User	\$ 5.00	\$ 5.00
Hunt Group: Per Group	\$ 30.00	\$150.00
Private Network (MPLS): Per 1.5 Mbps	\$195.00	\$300.00
Block of 20 TN Reservation	\$ 20.00	\$ 20.00
Site Fee	\$150.00	\$300.00
Receptionist Console: Single License	\$ 25.00	\$ 25.00
Auto- Attendant: Standard	\$ 30.00	\$150.00
Auto- Attendant: Custom	\$ 30.00	\$300.00
Extra Core Infrastructure	\$150.00	\$300.00
(24 port 10/100 Switch)		
Extra Router	\$ 75.00	\$150.00
Forward Only	\$ 17.95	\$ 75.00
Virtual Incoming Fax Numbers	\$ 5.00	\$ 5.00
Voice Mail Only	\$ 12.50	\$ 20.00
Toll Free Number	\$ 5.00	\$ 5.00
Common Area Station	\$ 19.00	\$ 19.00
Conference Station	\$ 35.00	\$ 35.00
Office Station	\$ 32.00	\$ 32.00
IP Phones & Core Infrastructure	\$ 41.00	\$ 41.00

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

B. Local Exchange Service Rates and Charges (Cont'd)

16. Payphone Origination Charge

The Payphone Origination Charge applies to each call originating from a payphone and terminating to one of the Company's Inbound Toll Free numbers. The Payphone Origination Charge applies in addition to the appropriate per minute usage rate.

Per Call        \$0.75

C. Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

D. Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

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**COMPETITIVE LOCAL CARRIER**

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**Service Descriptions and Rates (Cont'd)**

E. Customer Service

Customer service is available 24 hours a day, seven days a week by calling (888) 469-5100 or writing to NetFortris Acquisition Co., Inc., 455 Market Street, Suite 620, San Francisco, California 94105.

F. Warm Line Service

The Company shall provide warm line service as identified in Local Exchange Rule 8B. (1) following disconnection due to nonpayment so long as Company maintains an arrangement for resale service to the end-user's premise.

G. Discounts for Qualifying Agencies

The Company may, if it so desires, furnish service at free or reduced rates to qualifying public agencies in accordance with General Order 96A, Section X.

H. Number Portability Rates for Other Carriers

The rates, below, will be charged to another carrier in the event that a number is ported from the Company to that carrier.

**Wholesale Remote Call Forwarding**

Monthly Recurring Rate	\$75.00
Installation:	
Per number ported	\$95.00
For each additional ported	\$95.00
Number Referral after discontinuance:	
Per first number ported	\$25.00
For each additional ported	\$25.00
Simultaneous Call Capability	N/A

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**COMPETITIVE LOCAL CARRIER**

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**Taxes and Surcharges**

In addition to the charges specifically pertaining to the Company's services, whether set forth herein or established by special contract, all telecommunications carriers are required, pursuant to Resolution T-16901, to apply the following to interstate services:

- (1) Commission mandated Public Program surcharge rates, (excluding (a) Universal Lifeline Telephone Service (ULTS) billings, (b) charges to other Certified carriers for services that are to be resold, (c) coin sent paid Telephone calls (coin in box) and debit card calls, (d) customer-specific contracts effective before 9/15/94, (e) usage charges for coin-operated pay telephones, (f) directory advertising, and (g) one-way radio paging); and
- (2) The Commission Reimbursement Fee rate (excluding (a) directory advertising and sales, (b) terminal equipment sales, and (c) inter-utility sales).

For a list of Commission Public Program surcharges and the Commission Reimbursement Fee, and the amounts, please refer to the Pacific Bell's (d/b/a SBC California) tariffs.

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**COMPETITIVE LOCAL CARRIER**

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**Universal Lifeline Telephone Service (ULTS)**

A. Applicability:

These rates are applicable to lifeline local exchange services provided to eligible residential Applicant.

B. Territory:

Within the base rate areas of all exchanges as shown and defined in Pacific Bell's current and effective tariffs on file with the CPUC.

C. Rates:

- |    |   |         |
|----|---|---------|
| 1. | Service Establishment<br>(per line, per order)        | \$10.00 |
| 2. | Flat Rate Service Charge<br>(per line, per month)     | \$ 5.34 |
| 3. | Measured Rate Service Charge<br>(per line, per month) | \$ 2.85 |

4. Measured Rate Usage

Over 50 Call Monthly Allowance (per message):

Each message \$ 0.08

5. Lifeline applies to only one service establishment order per 12 month period.

- Includes Unlimited Calling Between Points in Customer's Local Calling Area.
- Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

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**COMPETITIVE LOCAL CARRIER**

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**Universal Lifeline Telephone Service (ULTS) (Cont'd)**

D. Special Terms and Conditions:

1. No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier.
2. Lifeline service is provided only to the Customer's principal residence. The principal Customer must not be served by more than one local exchange telephone line.
3. Customers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, Inc. at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided before Lifeline service will be provided.

E. Income Limitation:

The Customer's total income for the fiscal year in which Lifeline service is provided, including the income of all family members must not exceed the limits set forth in the local exchange tariff of The Pacific Bell Telephone Company d/b/a AT&T California, Inc.

NetFortris Acquisition Co., Inc.  
455 Market Street, Suite 620  
San Francisco, California 94105  
U-6647-C

Cal. P.U.C. Schedule No. 1-T  
Original Cal. P.U.C. Sheet No. 103

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**COMPETITIVE LOCAL CARRIER**

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**Promotions**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed before it is offered to Customers and filed according to General Order 96-A.

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Advice Letter No. 82

Issued by:  
Bryan Koehler  
Chief Financial Officer

Filed: October 27, 2014  
Effective: November 1, 2014

Decision No.

Resolution:

**COMPETITIVE LOCAL CARRIER**

**Sample Forms**

**Individual Case Basis Agreement**

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between NetFortris Acquisition Co., Inc. (hereinafter "NetFortris"), a Delaware corporation, or its assigns, at 455 Market Street, Suite 620, San Francisco, California 94105, and \_\_\_\_\_, (hereinafter "Customer"), whose address is located at \_\_\_\_\_. This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

1. SERVICE TERM

\_\_\_ Month-to-Month \_\_\_ 1 Year \_\_\_ 2 Years \_\_\_ 3 Years \_\_\_ 5 Years

The Service Term begins on the date the Service is installed, but in no event prior to the receipt of the required approval of the CPUC or FCC. Following the expiration of the term, the Agreement shall continue on a month-to-month basis, upon the terms and conditions and pricing then in effect and specified in the applicable tariff(s).

2. SERVICE

a. Service Type and Quantity (check all that apply)

Calling Plan \_\_\_\_\_  
\_\_\_ Access (type) \_\_\_\_\_ (quantity) \_\_\_\_\_  
\_\_\_ Local \_\_\_ IntraLATA \_\_\_ Long Distance \_\_\_ Toll-Free

Calling Card  
\_\_\_ Point to Point Type: \_\_\_\_\_ Quantity: \_\_\_\_\_  
\_\_\_ Calling Features: \_\_\_\_\_  
\_\_\_ Other (For Internet Service use Internet Agreement):

b. ICB Arrangement (specific ICB rates must be listed): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**COMPETITIVE LOCAL CARRIER**

**Sample Forms (Cont'd)**

**Individual Case Basis Agreement (Cont'd)**

c. The telecommunications services offered by NetFortris under this Agreement are offered pursuant to NetFortris' tariff, which is filed with the CPUC for intrastate services and with the FCC for interstate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable nonrecurring and monthly recurring charges of said tariffs and said tariffs are fully incorporated herein. The tariffs are available for review at NetFortris' offices. For services that are not tariffed, the terms and conditions of this Agreement shall govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, the tariff shall control.

d. This Agreement shall at all times be subject to such changes and modifications by the CPUC and the FCC, and said Commissions may, from time to time, direct in the exercise of their appropriate jurisdiction.

TERMS AND CONDITIONS CONTINUE ON REVERSE

BY SIGNING THIS, I AGREE TO PAY ALL CHARGES INCURRED ON MY NETFORTRIS ACCOUNT, INCLUDING ANY APPLICABLE FEDERAL STATE OR LOCAL USE, EXCISE, SALES, PRIVILEGE TAXES, DUTIES OR SIMILAR LIABILITIES BY THE STATED DUE DATE AND TO ADHERE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. FURTHER, I REPRESENT THAT I AM AUTHORIZED TO APPROVE AND ACCEPT THE RESPONSIBILITY OF THE TERMS AND CONDITIONS HEREIN.

NetFortris Acquisition Co., Inc.

CUSTOMER:

Company / Organization Name

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

**COMPETITIVE LOCAL CARRIER**

**Sample Forms (Cont'd)**

**Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills**

(date)

Customer Name

Customer Address

Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$\_\_\_\_\_ be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges,  
PLEASE MAIL YOUR PAYMENT TODAY to:

Accounts Payable

NetFortris Acquisition Co., Inc.

455 Market Street, Suite 620

San Francisco, California 94105

If you believe that the amount now overdue was billed in error, NetFortris will investigate the disputed amount upon written request. If, after investigation and review by NetFortris, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your NetFortris representative at (888) 469-5100.

(Service Representative)

NetFortris Acquisition Co., Inc.