COMPETITIVE LOCAL CARRIER

TARIFF SCHEDULES APPLICABLE TO LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF CALIFORNIA

OF

PEERLESS NETWORK OF CALIFORNIA, LLC

U-7112-C

COMPETITIVE LOCAL CARRIER

CHECK SHEET

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TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the California Public Utilities Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

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

1.
1. (A)
1. (A) 1.
1. (A) 1. (a)
1. (A) 1. (a) I
1. (A) 1. (a) I (i)
1.(A) 1. (a) I (i) 1.

D. **Check Sheets** - When a tariff filing is made with the California Public Utilities Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with California Public Utilities Commission.

E. **Use of Capital Letters** – Capital letters are used throughout the tariff to designated terms that are defined in "Definitions" located in Section 1.0, Rule No. 1.

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COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This tariff sets forth the rules and rates of PEERLESS NETWORK OF CALIFORNIA, LLC applicable to its provision of competitive local exchange service within the State of California to Customers located in exchange areas served by Pacific Bell ("Pacific") and Verizon California Inc. ("Verizon").

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service.

The rules and rates contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of local exchange services throughout the State of California.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by PEERLESS NETWORK OF CALIFORNIA, LLC to residential and business customers within the State of California.

This tariff applies only for the use of the Company's services for local exchange communications between points within the State of California.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

PEERLESS NETWORK OF CALIFORNIA, LLC
222 S Riverside Plaza, Suite 2730 C
Chicago, IL 60606 or call 888-380-2721

PEERLESS NETWORK OF CALIFORNIA, LLC
600 W 7th Avenue,
Los Angeles, CA 90017

The tariffs are also available at the company's website:

www.peerlessnetwork.com

The tariff is also available for public inspection at the California Public Utilities Commission.

COMPETITIVE LOCAL CARRIER

EXPLANATION OF SYMBOLS

(C) - To signify changed listing, 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 the tariff schedules with no change in text, rate, rule or condition.

(N) - To signify new material including listing, rate, rule or condition.

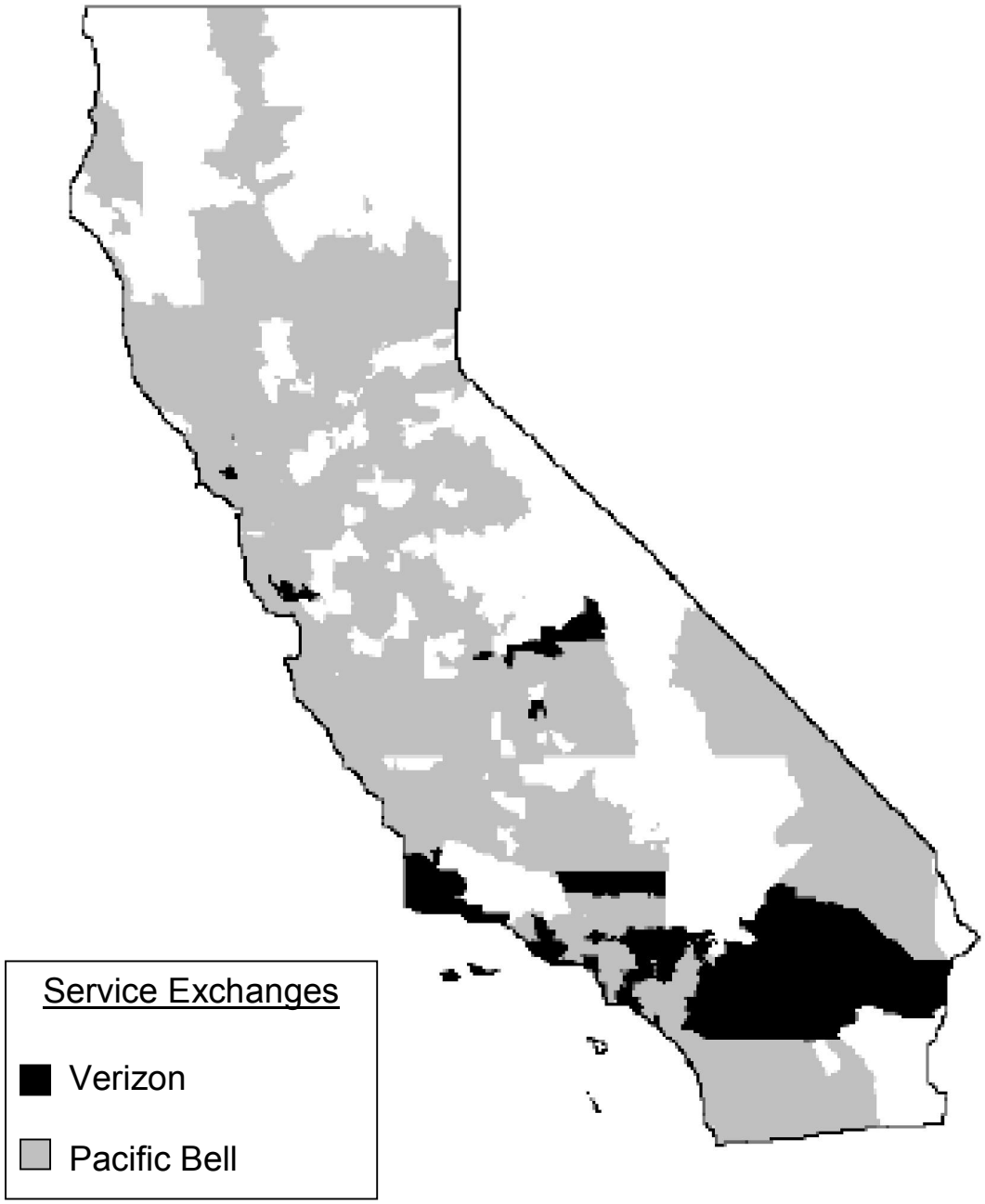
(R) - To signify reduction

(T) - To signify a change in wording of text but not change in rate, rule or condition.

COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide facilities competitive local exchange service within the areas of the State of California identified on the following map, which depicts the combined service areas of Pacific Bell and Verizon as shown on the CPUC Telephone Exchange Map revised 2/94.



COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions

911 – Emergency Service Number. See Section 1.0, Rule No. 35.

ACCESS CODE - Denotes a uniform code assigned to the Company. The code has the form 10XXX or 10XXXXX for direct access, 950-0XXX or 950-1XXX for Calling Card access.

ACCESS LINE - An arrangement from a Local Exchange Carrier or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to the carrier's location or switching center.

ACTIVE DATE or ORDER CONFIRMATION DATE – See "Service Commencement Date."

ADVANCE PAYMENT - Part or all of a payment required before the start of Service.

AFFILIATE - A person or entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own or control an equity interest (or the equivalent thereof) of more than 10 percent.

AGENT - Any person or entity considered an agent under California law.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (Off-hook or On-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

AUTHORIZED CARRIER - Any telecommunications carrier that submits a change, on behalf of a subscriber, in the subscriber's selection of a provider of telecommunications service with the subscriber's authorization verified in accordance with state and federal law.

AUTHORIZED USER - Any person or entity authorized by the Customer to be an End-User of the Service of the Customer.

AUTOMATIC NUMBER IDENTIFICATION (ANI) - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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."

BILLING AGENT - A company or other business entity that aggregates billing for telephone service providers and/or vendors and submits that billing to a telephone company for inclusion on subscribers' telephone bills, either directly or indirectly through one or more billing aggregators.

BILLING ERROR - A charge made on a subscriber's telephone bill without proper authorization as required by statute and/or these rules (see definition of "unauthorized charge, below); a charge not identified as required by statute and/or these rules; a charge assessed on a subscriber's telephone bill for products or services not accepted by the subscriber, or the subscriber's designee, or not delivered to or provided to the subscriber or the subscriber's designee as authorized; the billing telephone company's failure to mail or deliver a telephone bill to the subscriber's last known address if that address was received by the billing telephone company or the entity responsible for initiating the charge, in writing, at least 20 days before the end of the billing cycle for which the statement was required; a reflection on the subscriber's telephone bill of the billing telephone company's failure to credit properly a payment or other credit issued to the subscriber's account; a computational error or similar error of an accounting nature made by a telephone company or vendor; a reflection on a telephone bill of a charge inconsistent with the terms and conditions of the subscriber's service agreement (whether defined by tariff or by contract) or purchase agreement, whichever is applicable.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

CALL - A Customer attempt for which the complete address code is provided to the serving End Office.

CALLING CARD or COMPANY CALLING CARD - A card issued by the Company to the Customer which enables the Customer or User(s) to place calls over the Network using a PIN and to have the charges for such calls billed to the Customer's account.

CARRIER - Any telecommunications provider subject to the Commission's jurisdiction, including wireless carriers. "Carrier" also includes all entities offering telephone services via telephone prepaid debit cards that are required to obtain operating authority or register with the Commission as specified in Public Utilities Code Section 885. A carrier shall do everything necessary and proper to secure compliance with these rules by all of its officers, agents and employees.

> "LEC" refers to local exchange carriers; "ILEC" refers to incumbent local exchange carriers; "CLC" refers to competitive local exchange carriers; "IEC" refers to interexchange carriers, and TMRS" refers to commercial mobile radio service carriers.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CENTREX SERVICE - A switching system exchange service provided on central office lines. Exchange access is provided for calls to and from the Network as well as intercom calling between Centrex lines in the same system.

CHANNEL - A communications path between two or more points of termination.

CLC / CLEC - Competitive Local Exchange Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CLEAR AND CONSPICUOUS - A statement is clear and conspicuous if it is presented in a manner that is readily noticeable, readable, audible, and understandable to the audience to whom it is disseminated.

COLLOCATION - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

COMMISSION - The California Public Utilities Commission.

COMMON CARRIER - An authorized company or entity providing telecommunications services to the public.

COMMUNICATIONS-RELATED CHARGES - Communications-related charges include, but are not limited to, charges for: services tariffed by telephone utilities; services permitting voice and data communications, including charges for installation of equipment and facilities; telecommunications equipment that is connected to a telecommunications network; wireless communications service; Internet access; video service; message service; information service, including pay-per-call service; and cable set top boxes.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between two or more locations or between two or more pieces of terminal equipment.

COMPANY - Whenever used in this tariff, "Company" refers to PEERLESS NETWORK OF CALIFORNIA, LLC, unless otherwise specified or clearly indicated by the context.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

COMPLAINT (to a billing telephone company from a subscriber) - A communication, whether written or verbal, from a subscriber to the subscriber's billing telephone company disputing a charge on that subscriber's telephone bill.

A question about a charge is not necessarily a complaint; however, if the bill provides insufficient information to enable the subscriber to verify the charge, fails to identify clearly the source of the charge, includes incorrect information about the charge or the source of the charge, or in any way falls within the definition of a billing error, the question should be deemed a complaint.

COMPETITIVE SERVICE - Any service the Commission has determined to be competitive, including all service offerings by **non-dominant IEC, CLC and CMRS providers, and Category** 11 and Category I I I service offerings of the New Regulatory Framework LECs. All regulated telecommunications services that are not competitive services are noncompetitive services.

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.

Confidential subscriber information does not include subscriber list information.

CONSUMER - Any individual or business that purchases or subscribes, or may potentially purchase or subscribe, to any product or service provided or billed by a carrier. C

CONSUMER AFFAIRS BRANCH (CAB) - The Commission office where California consumers may complain about a utility service or billing problem they have not been able to resolve with the utility.

CPUC - The California Public Utilities Commission.

CREDIT CARD - means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit. A card (usually plastic) that assures the Company that the person using it has a satisfactory credit rating and that the issuer will see to it that the Company receives payment for the Services delivered.

CUSTOMER or SUBSCRIBER - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for origination or termination of services, which is responsible for the payment of charges and for compliance with Company’s tariffs, rules and regulations.

DATE OF PRESENTATION - The postmark date on the billing envelope.

DAY - A calendar day unless otherwise indicated.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

DEMARCATION POINT - The demarcation point is the physical location that separates the responsibility for installation and repair of telecommunications facilities between the Company, building/property owner/landlord/agent, and the end-user Customer. See Section 1.0, Rule No. 42.

DEPOSIT - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges. See Section 1.0, Rule No. 7.

DID TRUNK - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

DIRECT INWARD DIAL or “"DID” - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

DIRECT OUTWARD DIAL or “DOD” - A service attribute that allows individual station users to access and dial outside numbers directly, bypassing a central answering point.

DUAL TONE MULTIFREQUENCY or “DTMF” - Tone signaling, also known as touch tone signaling.

DUE DATE – The date listed on a bill by which payment must be received by the Company, or the Company will consider such payment a Late Payment.

EMPLOYEE - Includes, for purposes of these rules, employees, contract employees, contractor employees, agents, and carrier representatives of any and all types.

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 that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Bellcore.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - See “User.”

PEERLESS NETWORK OF CALIFORNIA, LLC - Used throughout this tariff to refer to PEERLESS NETWORK OF CALIFORNIA, LLC .

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

EXCHANGE CARRIER - A carrier that offers telecommunications services to the public within an exchange area.

EXECUTING CARRIER - Any telecommunications carrier that affects a request that a subscriber's telecommunications carrier be changed. A carrier may be treated as an executing carrier, however, if it is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.

FCC - Federal Communications Commission.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

FIRM ORDER CONFIRMATION - The date the Company confirms an order for service to be provided to the Customer.

FRAUDULENT AUTHORIZATION - An authorization (written, verbal, or electronic) is fraudulent if it is inauthentic (not given by the subscriber) or was obtained from the subscriber based on false or misleading information.

HEARING IMPARIED - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

HOLIDAYS - The Company observes the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day. C

HUNTING - Routes a call to an idle station line in a prearranged group when the called station line is busy.

INDIVIDUAL CASE BASIS or "ICB" - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case. See Section 1.0, Rule No. 33.

INSIDE (PREMISES) WIRE - Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire Demarcation Point but does not include Customer premise equipment.

INTEREXCHANGE CARRIER or "IXC" – See "Long Distance Carrier."

INTERNET ACCESS – The connection by a Customer to an Internet Access Provider; typically through the use of a modem at the Customer Designated Premises connected to a Transmission Path (such as a telephone line).

INTERNET ACCESS PROVIDER - A company or other organization, which provides Internet Access to customers.

INTERRUPTION - The inability to complete calls due to equipment malfunctions or human errors. See Section 1.0, Rule No. 15.

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

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.

INTRASTATE COMMUNICATIONS - Any communications, which originates and terminates within the same state and is subject to oversight by a state regulatory commission (such as the CPUC) as provided by the laws of the state involved.

JOINT USER - An individual or entity authorized by the Company and the Customer to share in the use of a Customer's Business Exchange Service.

KEY RATES, TERMS AND CONDITIONS - Any provision imposed by a carrier to which a subscriber is bound (through, e.g., the carrier'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:

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

KEY RATES, TERMS AND CONDITIONS (continued) - 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.

LATA or LOCAL ACCESS AND TRANSPORT AREA - 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.

LATE PAYMENT – Customer payments received by the Company after the Due Date of such payment.

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

LEGAL NAME (of a business entity that is not a telephone company) - Name of company as registered with theCalifornia Secretary of State.

LOCAL CALLING AREA or LOCAL SERVICE AREA - The Company's local calling areas mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. Pacific Bell's local calling area/zone descriptions can be found in Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1. Verizon's local calling area/zone descriptions can be found in CAL. P.U.C. No. A28, Section III-B. However, the Company's application of rates are determined by Call Types pursuant to Section 1.0, Rule No. 20.

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 - A company or other entity, which provides telephone service inside, or within the Local Calling Area.

LONG DISTANCE CARRIER - A company or other entity, which provides telephone service outside, or beyond the Local Calling Area.

LOOP - A transmission path between the standard network interface (SNI) located at the Customer's premises and the main distributing (or other designated Company) frame in a Central Office.

MAJOR RATE INCREASE - A rate increase which is greater than a Minor Rate Increase.

MARK(S) - The trademarks, logos and service marks of Peerless Network of California, LLC.

MESSAGE - A Message is a Call. Also see "Call."

MINOR RATE INCREASE - A rate increase, which is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected service's rates. Increase shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a Major Rate Increase.

MONTHLY RECURRING CHARGES - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

NETWORK - Refers to the Company's facilities, equipment and services provided under this tariff.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

NON-COMMUNICATIONS-RELATED – Any charge that is not communications-related, with the exception of taxes and mandatory charges for public purpose programs, is non-communications related.

NONPUBLISHED SERVICE - Service in which the Customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

NONRECURRING CHARGE or "NRC" - A charge assessed on a one-time basis or per occasion basis.

NPA-NXX - Numbering plan area or area code (NPA) and prefix (NXX).

OFF-HOOK - The active condition of a telephone exchange line or dedicated access line.

ON-HOOK - The idle condition of a telephone exchange line or dedicated access line.

ORDER CONFIRMATION – See "Service Commencement Date."

PBX or PRIVATE BRANCH EXCHANGE - A telephone exchange local to a particular organization that uses, rather than provides, telephone services; such as a business' internal telephone system.

PIN - Personal Identification Number. For example: an authorization code for a Calling Card.

POINT OF PRESENCE or "POP" - A site where the Company maintains a collection of telecommunications equipment.

POST-PAID SERVICE – Services used by Customers, which is billed to them after the use of such service.

POTS – "Plain Old Telephone Service."

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way. Also see "Customer Designated Premises."

PREPAID CALLING CARD; PREPAID TELEPHONE DEBIT CARD - Any object containing an access number and authorization code that enables a consumer to use prepaid calling services. It does not include any object of that type used for promotional purposes.

PREPAID CALLING SERVICE - Any prepaid telecommunications service that allows consumers to originate calls through an access number and authorization code, whether manually or electronically dialed.

PRE-PAID SERVICE – Service used by Customers, which must be paid for in advance of the use of such service.

PRESUBSCRIBED – The selection by a Customer of the Company as their Long Distance Carrier.

RATES AND/OR CHARGES - Any amount requested to be paid by the user of a telecommunications service by whatever name, including charges, surcharges and fees, over which a carrier 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.

RECURRING CHARGES - The monthly charges a Customer pays for services, facilities and equipment which continue for the agreed upon duration of the service.

SERVICE COMMENCEMENT DATE - The first day following the date on which the Company notifies the Customer that the requested service or facility is scheduled to be available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

SERVICE ORDER - The written or oral request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order or Third Party Verification Recording by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff. The duration of the service is calculated from the Service Commencement Date.

SERVICE or SERVICES - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SHARED FACILITY - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

SIGNATURE - Signature includes an electronic signature as defined by the Uniform Electronic Transactions Act, Civil Code § 1633.2(h), provided, however, that an oral communication or a recording of an oral communication shall not constitute an electronic signature.

SMALL BUSINESS - A business that subscribes for not more than twenty telephone access lines from any single carrier, or an individual who subscribes directly for not more than twenty access lines from any single carrier for business use or combination business and personal use. Any business or individual subscribing to more than one T-1 lines may not be considered a small business customer. For purposes of these rules, all entities other than individuals (e.g., government and quasi-govern mental agencies, **associations, etc.) meeting the twenty-access** and one T-1 line limits are treated identically with small businesses. A business is defined by a billed account.

SOLICITATION - A statement made by any means to any member of the, public with the intent, directly or indirectly, to sell, rent, or otherwise dispose of goods or property, perform services, or induce the public to enter into any obligation.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

STATION - The network control signaling unit and any other equipment provided at the Customer's premises, which enables the Customer to establish communications connections, and to effect communications through such connections.

SUBMITTING CARRIER - Any telecommunications carrier that requests on the behalf of a subscriber that the subscriber's telecommunications carrier be changed and seeks to provide retail services to the end user subscriber. A carrier may be treated as a submitting carrier, however, if it is responsible for any unreasonable delays in the submission of carrier change requests or for the submission of unauthorized carrier change requests, including fraudulent authorizations.

SUBSCRIBER - Any individual or small business that purchases or subscribes to any telecommunications service subject to Commission jurisdiction. Also referred to as a "customer."

SUBSCRIBER LIST INFORMATION - Any information that both (a) identifies the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses, or classifications; and (b) the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format. Subscriber list information does not include any information that a subscriber has requested to be withheld from a printed or electronic directory.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

TELEPHONE COMPANY; BILLING TELEPHONE COMPANY - A telephone company is any telephone corporation (as defined in Public Utilities Code § 234) operating within California. This term includes resellers and wireless telephone service providers. A billing telephone company is a telephone company that also provides billing services to any third party, including its own affiliate, or that bills for non-com mu n ications-related products and services on its own behalf. Telephone companies are responsible for their agents' compliance with these rules and liable for their agents' violation of these rules.

TERM COMMITMENT - A Customer who commits to using the carrier's service for a specified time may be eligible for lower rates. Rates may be used on length of term and volume.

TERM DISCOUNT - Specified discounts the Company may provide a Customer who commits to using certain Company Services for a specified period of time.

TERMINAL EQUIPMENT - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

THIRD PARTY VERIFICATION RECORDING or "TPV"– A verbal recording made using the services and equipment of an independent third-party provider, which serves as an oral contract between a Customer and the Company.

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.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRAVEL CARD – A Calling Card issued to Customers for their use on a post-paid basis. Also see "Calling Card."

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

TWO WAY - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

TYPE OF SERVICE - refers to three broad categories of telephone service - Local Exchange Service, Interexchange (long distance and local toll service), and CIVIRS.

UNAUTHORIZED CARRIER - Any telecommunications carrier that submits a change, on behalf of the subscriber, in the subscriber's selection of a provider of telecommunications service but fails to obtain the subscriber's authorization verified in accordance with state and/or federal law.

UNAUTHORIZED CHANGE - A change in a subscriber's selection of a provider of telecommunications service that was made without authorization verified in accordance with the verification procedures described in state and/or federal law.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 1. Definitions (continued)

UNAUTHORIZED CHARGE - In the context of billing for non-communications-related products or services on a subscriber's telephone bill, an unauthorized charge is a non-communicationsrelated charge included on a subscriber's bill when the subscriber (1) has not authorized the billing telephone company, directly, to include non-communications-related charges on that subscriber's bill; or (2) has not authorized that particular charge. A charge placed on the subscriber's bill by a person who does not have actual, implied, or apparent authority to place such a charge, and which confers no benefit upon the subscriber, is an unauthorized charge.

USAGE or USAGE BASED CHARGES – These are the charges for the minutes generated by a Customer's calls or messages, which traverse over Company facilities.

USER or END USER - Any person or entity that obtains the Company's services provided under this tariff who is not a carrier, regardless of whether such person or entity is so authorized by the Customer. End users can include a business, company or enhanced service providers (including but not restricted to, internet service providers, conference calling providers, and Voice over Internet Protocol service providers) or other entities. C\C

VENDOR - Any person, company or entity that offers or provides non-communications-related products or services billed on a subscriber's telephone bill. Vendors are responsible for their agents' compliance with Section 2890 and these rules.

WIRE CENTER - A building in which one or more End Offices, used for the provision of Exchange Services, are located.

WRITTEN; IN WRITING - Both describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, 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. Carriers' 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.

ZONES – Local calling areas defined by geographical proximity to a Customer's End Office. Also see "Local Calling Area" and Section 1.0, Rule No. 20.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 2. Description of Service

The Company undertakes to furnish residential and business communications service 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.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

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 2.0 of this tariff. Rates vary based on whether the Customer is located in the areas also served by Pacific Bell or Verizon California, Inc. (formerly GTE of California).

Service is available 24 hours per 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. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with facilities services provided by other certificated carriers.

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase Unbundled Network Elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities or UNEs to Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by Company to modify or withdraw its services at any time.

Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 3. Service Orders

(A) Service is installed by arrangement between Company and the Customer.

1. A Customer desiring to obtain service, which may be initiated based on a written or oral agreement between the Company and the Customer, must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2. The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

3. For services offered on a tariffed basis, the carrier shall provide the subscriber 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 carrier providing the service 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 No. 3 (A) through No. 3 (E). Ambiguities in any agreement will be construed against the carrier.

   The letter must be in a language other than English if the sale was in another language. All Service Orders taken verbally shall also be recorded using third Party Verification.

4. Carriers offering basic service shall provide consumers initiating service, including those adding additional lines to existing accounts, with the following information whenever applicable:

   (a) Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs.

   (b) Availability and effect of freezing the pre-subscribed carrier assigned to the account.

   (c) Availability and effect of restricting toll calling.

   (d) Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services.

   (e) Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate.

   (f) Availability and effect of blocking non-presubscribed carrier (e.g., third party) charges from being billed on the telephone bill.

   (g) Availability and effect of Caller ID blocking options.

   (h) Availability and rates of the least expensive service meeting the customer's stated needs.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 3. Service Orders (continued)

(A) Service is installed by arrangement between Company and the Customer (continued).

5. Service Orders may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the commencement of service, the Customer shall be informed 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.

   Carriers shall also provide consumers initiating a service with sufficient information to enable consumers to make informed choices among services, and shall clearly and conspicuously disclose in the course of the sale transaction the customer's right to cancel a term contract. In an oral transaction, the right should be disclosed as well.

6. If the Service Order is taken verbally, the Company will, within 10 days of initiating the Service Order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter must be in a language other than English if the sale was in another language. All Service Orders taken verbally shall also be recorded using Third Party Verification.

7. Within 10 days of the Service Commencement Date, the Company will state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.

8. When a carrier denies an application for a telecommunications service subject Commission jurisdiction, the carrier shall inform the applicant of the reasons with 10 days thereafter. The carrier's reasons shall be provided in writing unless the applicant agrees to accept a different form of notice.

9. A carrier may not deny service for failure to provide a social security number. Where a consumer chooses not to provide a social security number, the carrier may request other identification information sufficient to enable the carrier to verify the subscriber's identity and run a credit check.

10. When establishing an installation or repair appointment for which the subscriber must be present, the carrier shall offer the subscriber a four-hour or shorter period during which it will arrive to commence work. If the installation or repair is not commenced within that period, the carrier offering the repair or installation service shall provide a $25 minimum credit to the subscriber unless the appointment was missed because (1) the carrier was denied access to the premises, (2) force majeure, or (3) the carrier cancelled or rescheduled the appointment no later than 5:00 p.m. two business days prior to the appointment. This credit is independent of any remedies available to the subscriber under Civil Code § I 722(c) or elsewhere.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 3. Service Orders (continued)

(A) Service is installed by arrangement between COMPANY and the Customer (continued).

11. Charges for non-subscription pay per use features are not authorized unless the user 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.

12. 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 subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

(B) Cancellation of Service Order

1. Subscribers 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 subscriber 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 subscriber canceled.

2. When a Customer cancels a Service Order prior to the commencement of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.

3. 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, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of Services Orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

4. 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, a charge equal to the costs incurred, let net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

5. Charges are subject to the provisions of General Order No. 96-A.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 3. Service Orders (continued)

(C) Cancellation of Service

1. A Customer may have service discontinued upon verbal or written notice to the Company. The Company will 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. A termination liability charge applies to early cancellation of a term agreement.

2. No carrier whose service has been cancelled at the subscriber's request shall re-establish service for that subscriber without a new subscriber authorization. Authorization may not be founded upon any term in an agreement for service that binds the subscriber to again take service from the carrier.

3. Charges are subject to the provisions of General Order No. 96-A.

(D) At the expiration of the initial term specified in each Service Order or any term contract, or in any extension thereof, service will continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination will not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the terms of the Service Order, will survive such termination.

(E) Termination Liability

Unless otherwise specified in individually negotiated contracts, Customer's termination liability for cancellation of service prior to the expiration of any term contract shall be equal to:

1. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;

2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

3. the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 3. Service Orders (continued)

(F) Initiation of Service

1. Within 10 days of initiating service, the Company will state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

2. No telephone corporation, or any person, firm, or corporation representing a telephone corporation, shall make any change or authorize a different telephone corporation to make any change in the provider of any telephone service for which competition has been authorized of a telephone subscriber without the subscriber's authorization.

(G) Employee Identification

(1) Every carrier shall prepare and issue to every employee who, in the course of his or her employment, has occasion to enter the premises of subscribers of the carrier or applicants for service, an identification card in a distinctive format having a photograph of the employee. The carrier 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) Every carrier 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) No carrier shall 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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 4. Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. Customer and Company can enter into a contract for Centrex Service. 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 similarly situated Customer.

ICB arrangements will be filed in accordance with General Order 96-A.

No. 5. Special Information Required On Forms

(A) Customer Bills

1. Telephone bills shall be clearly organized and may only contain charges for products and services the purchase of which the subscriber has authorized.

2. The name of the service provider associated with each charge must be clearly and conspicuously identified on the telephone bill. Certificated carriers shall use the name that appears on their Certificate of Public Convenience and Necessity, or any fictitious business names that are properly registered pursuant to Business and Professions Code §§ 17900 et seq. and registered with the Commission's Telecommunications Division. Abbreviations may be used so long as there is sufficient information to make it abundantly clear to the subscriber and Commission staff who the service provider is. For carriers not certificated by the Commission, the bill shall include the name under which the Carrier is certificated by the FCC, if applicable, or the Carrier's legal name as registered with the California Secretary of State.

3. Where charges for two or more carriers appear on the same telephone bill, the charges must be separated by service provider. This rule does not apply to wireless roaming charges.

4. Telephone bills shall 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 subscriber 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.

5. Any Carrier or billing agent that charges subscribers for products or services on a telephone bill shall include, or cause to be included, in the telephone bill 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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 5. Special Information Required On Forms (continued)

(A) Customer Bills (continued)

6. Where a telephone bill contains both charges for basic residential or single line business service and other charges, the bill must 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 carrier must explain this distinction to the subscriber, 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.

7. All mandated government taxes, surcharges and fees required to be collected from subscribers 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 carrier is not required to remit to the government the entire amount collected from customers. Carriers shall not label or describe non-government fees or charges in a way that could mislead subscribers to believe those charges are remitted to government.

8. Telephone bills shall, at a minimum, contain the following information:

   (a) billing carrier's name, consistent with Rule 5 (A) 2. above;

   (b) period of service covered by the bill (excluding services for which back billing is permitted);

   (c) payment due date;

   (d) late payment charge (if applicable) and date after which it may be applied;

   (e) how to pay;

   (f) the carrier's toll-free number for billing inquiries and disputes, along with a postal address, or an e-mail address if the subscriber has agreed to communicate via electronic media, where the subscriber may send a billing inquiry or complaint in writing; and

   (g) If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an IXC authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries with respect to such calls.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 5. Special Information Required On Forms (continued)

(A) Customer Bills (continued)

9. In addition to the billing requirements above, each bill shall include the following statement in clear, readable type:

If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

If your complaint concerns interstate or international calling, write the FCC at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfoa-fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

(B) Deposit Receipts

Each deposit receipt will contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by PEERLESS NETWORK OF CALIFORNIA, LLC , shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 6. Establishment and Reestablishment of Credit

The Company will conduct a credit investigation of each new residential and or business service Customer or prospective Customer prior to accepting the Service Order, Customer deposit or Advance Payment. A Customer whose service has been discontinued for nonpayment of bills for any regulated Company services will be required to re-establish credit before service is restored.

No. 7. Advance Payments, Deposits and Guarantors

(A) Advance Payments

At the time a Service Order is taken, a prospective Customer 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 nonrecurring charges for any required special construction. The Company will not require advance payments for usage. The advance payment made by the Customer is credited to the Customer's account on the first bill rendered.

(B) Deposits

1. Requirement: The Company may, at its sole discretion, require a prospective or 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 a prospective Customer or a Customer's credit history at any time to determine if a deposit is required.

2. Nondiscrimination: 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. Amount: The amount of the deposit will not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 7. Advance Payments, Deposits and Guarantors (continued)

(B) Deposits (continued)

4. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.

5. Refund after Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

6. Deposit Receipt: See Rule No. 5 (B).

7. Deposits will not be required if the prospective Customer:

   (a) Provides a satisfactory credit history acceptable to the Company. Credit information contained in the prospective Customer's account record may include, but is 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.

   (b) A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company.

   (c) The Company will not refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

8. A deposit may be required in addition to an advance payment.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 8. Notices and Communications

(A) Notice by the Company

Unless otherwise provided by these Rules, any notice by the Company to the Customer or to the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, will be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.

(B) Notice by the Company Regarding Rate Information

1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or prospective Customer. Notice of Major Rate Increases will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the CPUC) shall be required for Minor Rate Increases or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers no later than the Customer's next periodic billing cycle.

2. When the Company provides information to a Customer, which is allegedly in violation of its tariffs, the Customer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.

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

4. Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

5. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the respective Customer’s next periodic billing cycle.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 8. Notices and Communications (continued)

(C) Discontinuance of Service Notice

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

Notices to discontinue 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:

1. The name and address of the customer whose account is delinquent.

2. The amount that is delinquent.

3. The date when payment or arrangements for payment are required in order to avoid termination.

4. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or changes.

5. The procedure the customer may use to request amortization of the unpaid charges.

6. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.

8. Notification that local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

(D) Notice by Customer

Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company.

(E) The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 8. Notices and Communications (continued)

(F) The Company shall, upon request by any Customer or other member of the public, provide the following information:

1. The Company's legal name and designated utility number (CPUC U-number).

2. The address and telephone number of the CPUC to verify its authority to operate.

3. A copy of the CPUC's Consumer Protection Regulations.

4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.

5. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.

6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.

7. A description of the carrier's service offerings that relate to the customer's inquiry and are currently open to individual or small business subscribers in California, and the applicable key rates, terms and conditions.

8. The address and toll-free telephone number of the Commission's Consumer Affairs Branch, 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 her or her complaint.

9. A description of customers' privacy rights and how the carrier handles confidential subscriber information.

10. Carriers, and those entities to whom carriers refer 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 carrier representative as quickly and reliably as lines the carrier provides for receiving incoming sales calls.

11. Timeliness in providing responses is particularly important for responses to be useful. Under most circumstances, carriers must be able to provide real-time responses with Rule 9(I)2, Rule 9(I)3, and Rule 8(F)8 information, and send within three business days responses for Rule 9(I)1 inquiries relating to pending bills, and Rule 8(F)1, Rule 8(F)5, Rule 8(F)7, and Rule 8(F)9 information.

12. Responses must be provided in writing if so requested, or by other method mutually acceptable to both the requestor and carrier.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 9. Rendering and Payment of Bills

(A) The Customer is responsible for payment of all charges for Service furnished to the User.

(B) The date a bill is rendered is dependent on the billing cycle assigned to the Customer. Customer bills are rendered and issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days.

(C) A carrier shall credit payments effective the business day payments are received by the carrier or its agent. The date after which a bill is considered overdue and delinquent, and after which late charges may accrue, shall not be earlier than 22 days after the date the bill was mailed. Any authorized late payment penalty may not exceed 1.5% per month on the balance overdue. See Rule No. 10 (F). Subscribers shall not be liable for late payment charges on disputed amounts that are resolved in the subscriber's favor.

(D) Each bill contains, but is not limited to: Nonrecurring Charges, monthly Recurring Charges, Usage Based Charges, Taxes and Surcharges. Nonrecurring Charges and monthly Recurring Charges are billed in advance. Usage Based Charges are billed in arrears. For partial months, the Company will prorate monthly Recurring Charges based on a thirty (30) day month. For a listing of Taxes and Surcharges, see Section 3.0.

(E) 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. Payment may be made by cash, check, money order or cashier's check. Payments may also be made by credit cards that the Company, in its sole discretion, accepts as a form of payment.

(F) See Rule No. 5 for other information to be included on the bill.

(G) A bill shall not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill, four months in the case of wireless roaming charges on a system other than the subscriber's home system, and five months for collect, third-party, and calling card calls. This limitation on back billing does not apply in cases involving subscriber fraud.

(H) Bills must be based on the rates in effect at the time the service was used. Any delays or lags in billing must not result in a higher total charge (other than for taxes, and surcharges and fees that are based on a percentage of the bill) than if the usage had been posted to the account in the same billing cycle in which the service was used.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 9. Rendering and Payment of Bills (continued)

(I) Upon request by any Customer, including any former Customer, for whom in the judgment of either the Carrier or the Customer charges or credits are still pending, the Carrier shall provide the following:

1. A description of each service for which charges appear(ed) on the subscriber's bill, and sufficient information regarding that service to respond to the subscriber's inquiry.

2. A toll-free telephone number the Customer may call to reach the Carrier, and the Carrier'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 carrier has placed on the bill on behalf of any other entity, but for which the carrier does not handle inquiries, disputes, and complaints: the name of the other entity, a toll-free telephone number the subscriber may call, and a post office address to which the subscriber may write, for inquiries, disputes and complaints related to those charges.

4. Responses must be provided in writing if so requested, or by other method mutually acceptable to both the requestor and carrier.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 10. Collection of Charges

(A) Customer payments are considered prompt when received by the Company or its authorized agent by the Due Date on the bill. The Company will credit payments within one business day of receipt.

(B) If a Customer's service has been discontinued within the past twelve (12) months, or if the Customer incurs Usage Based Charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the Usage Based Charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five 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 and subject to Late Payment charges assessed from the date payment was due.

(C) If a Customer's unbilled charges during a period exceed 200% of any previous monthly charges, payment may be demanded for the Usage Based Charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five 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 and subject to Late Payment charges assessed from the date payment was due.

(D) If a Customer's billing cycle is set to coincide with a calendar month and the Service Commencement Date for that Customer does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have thirty (30) days.

(E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

(F) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a Late Payment penalty shall be due to the Company. The Late Payment penalty shall be the portion of the payment not received by the date due, multiplied by 1.5 percent per month or the maximum allowable under the law.

(G) The Customer will be assessed a charge of **thirty dollars ($30.00)** for each check submitted by the Customer to the Company which a financial institution refuses to honor.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 10. Collection of Charges (continued)

(H) Customers have up to three years (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits, and up to three years to initiate a dispute regarding discriminatory rates.

(I) If any or all Services are disconnected by the Company in accordance with Rule No. 12 (C) and later restored, the restoration of Services will be subject to all applicable installation and or restoration charges. See Rule No. 12.

(J) The Company may, in its sole discretion, require a deposit from Customers who make five (5) or more Late Payments within a 12-month period subject to Rule No. 7.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 11. Disputed Bill Procedure

(A) In the case of a billing dispute between a subscriber and a carrier, the carrier shall investigate the charge(s) the subscriber has informed the carrier are in question, and shall reach a determination and communicate it to the subscriber 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 subscriber prevails, then no late charge or penalty may be imposed on the amount in dispute.

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. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the Due Date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 9 (C), the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision.

   A carrier may not disconnect service to a subscriber for nonpayment of a disputed amount if the subscriber has:

   (a) submitted a claim to 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 respond within 10 business days to requests for information issued by the CAB. The CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 11. Disputed Bill Procedure (continued)

(A) (continued)

5. After the investigation and review are completed by the Company as noted in Rule No. 11 (A) 1., if the Customer elects not to deposit the amount in dispute with the 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.

6. The address and contact information of the CPUC is as follows:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102
E-mail: consumer-affairs@cpuc.ca.gov
phone: (415) 703-4973

(B) A carrier 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 subscriber is billed or which is the subscriber's primary place of use of the service, or for any limitation of the right of subscribers to bring complaints to the commission or any other agency. Carriers shall not hold subscribers liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 11. Disputed Bill Procedure (continued)

(C) Consumer Affairs Branch Requests for Information

1. Every carrier shall designate one or more representatives to be available during regular business hours (Pacific time) to accept Consumer Affairs Branch inquiries and requests for information regarding informal complaints from subscribers. Every carrier shall provide to the Consumer Affairs Branch and at all times keep current its list of representative names, telephone numbers and business addresses.

2. Every carrier shall provide all documents and information Consumer Affairs Branch 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, carrier solicitations, subscriber authorizations, correspondence between the carrier and subscriber, applicable third party verifications, and any other information or documentation. Carriers shall provide requested documents and information within ten business days from the date of request unless other arrangements satisfactory to Consumer Affairs Branch are made.

3. Nothing in these rules shall limit the lawful authority of the Commission or any part of its staff to obtain information or records in the possession of carriers when they determine it necessary or convenient in the exercise of their regulatory responsibilities to do so.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 12. Discontinuance and Restoration of Service

(See also Rule No. 41 - Legal Requirements for Refusal or Discontinuance of Service)

(A) Discontinuance by Customer

1. A Customer may have service discontinued upon verbal or written notice to the Company. The Company will 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. A termination liability charge applies to early cancellation of a term agreement.

2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

(B) Discontinuance by Company

The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than fifteen (15) days beyond the Due Date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the court.

2. A violation of, or failure to comply with, any regulation governing the furnishing of service.

3. An order from a court from another government authority having jurisdiction, which prohibits the Company from furnishing service.

4. Failure to post a required deposit or guarantee.

5. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.

6. Any violation of the conditions governing the furnishing of service.

7. The Company may refuse to furnish service on the Premises of a prospective Customer and may disconnect a Customer's telephone service if any of the conditions, facilities, appliances or apparatus on such Premises are found to be unsafe.

8. In the event that a Customer in any way interferes with the services of other Customers, the Company will attempt to reach and resolve the matter with the Customer who is causing the interference. When it is not possible to reach the offending Customer by telephone or where the offending Customer refuses to stop the interference, the Company may disconnect without advance notice the service or service arrangement which is used in such a manner as to interfere with the service of another Customer.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 12. Discontinuance and Restoration of Service (continued)

(B) Discontinuance by Company (continued)

9. Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice certified mail to the Customer's last known address.

10. The Company may discontinue service to the Customer without liability and without notice pursuant to Appendix B of Cal. P.U.C. Decision No. 91188 in Case No. 4930. The Company concurs in Pacific Bell Cal. P.U.C. Schedule No. A-2, Section 2.1.31.

11. Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.

12. Where technology permits, the Customer will continue to be provided with access to 911 emergency service should service be discontinued by the Company to those Customers until such time as the Customer has established service with another carrier. (Also known as "Warm Line.")

(C) Notice for Disconnection

1. Written notice of the pending disconnection will be rendered not less than seven (7) days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday or any other day the Company service representatives are not available to serve Customers.

3. Each termination notice shall include all of the following:

   (a) Carrier's name, following the same designation guideline used in Rule 5(A)2. above.
   (b) The name and address of the subscriber, and the telephone number(s) associated with the delinquent account.
   (c) Information sufficient for the subscriber to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service.
   (d) The time or date by which payment, or arrangement for payment, must be made to avoid termination.
   (e) A toll-free telephone number to reach a carrier service representative who can provide subscriber assistance. The toll-free number must be staffed to meet the same standard as described in Rule 8(F)10.
   (f) The telephone number of the Commission's Consumer Affairs Branch where the subscriber may direct inquiries.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 12. Discontinuance and Restoration of Service (continued)

(C) Notice for Disconnection (continued)

If the notice is sent via text message to the device to be terminated, the terminating carrier will be deemed to have complied with this rule if it provides the information in 12 (C) 3. (c)-(f).

4. The notice and disconnection requirements of Rule 12 (C) 1 and Rule 11 (B) do not apply where the subscriber's acts or omissions demonstrate an intention to defraud the carrier, or threaten the integrity or security of the carrier's operations or facilities.

5. Carriers of last resort may not disconnect basic residential or single line business service, either flat rate or measured rate, as defined in D.96-10-066, Appendix B, page 5, for nonpayment of any charge other than non-recurring or recurring charges for that same service, including government mandated fees and taxes calculated on that service that are remitted to government.

6. Any payment made by a subscriber shall be applied first against the balance due on that subscriber's basic service unless the subscriber directs otherwise.

7. Where a subscriber is offered and agrees to an alternative payment plan, the carrier must provide confirmation of the terms in writing if the subscriber so requests.

8. Every carrier shall comply with the rules adopted by the Commission in D.91188 regarding service denial or disconnection for use of telecommunications service in violation of the law.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 12. Discontinuance and Restoration of Service (continued)

(D) 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. The Company assesses a charge for restoration of service after disconnection as shown in Section 2.0 of this Tariff; if, however, the equipment and connection necessary for service has been removed, a complete activation fee will apply.

No. 13. Request for Old Bill

The Company reserves the right to 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 may apply:

(A) Bills dated within 90 days prior to receipt of request $1.00 per bill, plus $0.25 per telephone number on the bill in excess of 5 numbers,

(B) Bills dated more than 90 days but less than 12 months $5.00 per bill, plus $0.25 per telephone number on the bill in excess of 5 numbers,

(C) Bills dated more than 12 months; less than 48 months $20.00 per bill, plus $0.25 per telephone number on the bill in excess of 5 numbers.

(D) The Company will not provide a second copy of a bill that is more than 48 months old.

No. 14. Temporary Service

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.

No. 15. Continuity of Service

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 15. Continuity of Service (continued)

(A) Allowances for Interruptions in Service

Credit allowance for interruptions of service, which are not due to the Company's testing or adjusting, to the negligence of the Customer or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule No. 22, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control or is not in wiring or equipment connected to the terminal of the Company.

(B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company becomes aware of the interruption. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2. 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.

3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruption of 24 hours or less:	Interruption Period to be Credited
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, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours:

Interruptions over 24 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 15. Continuity of Service, (continued)

(C) Limitations 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. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

3. Interruptions due to the failure or malfunction of non-Company equipment;

4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

6. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

7. Interruption of service due to circumstances or causes beyond the control of the Company.

8. Interruption shall not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of nonpayment of bills, unlawful or improper use of the Company's facilities or service or any other reason covered by this Tariff or by applicable law.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 15. Continuity of Service (continued)

(D) 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 will take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

(E) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

No. 16. Service Connection and Facilities on Customers' Premises

(A) Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by the Company is not part of a joint undertaking with such carriers.

(B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

(C) Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power and the like, incurred in the use of Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 17. Provision of Equipment and Facilities

(A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

(B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company.

(C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

(D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

(E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

(F) The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 18. Customer Equipment and Channels

(A) General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

(B) Station Equipment

1. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 19. Measurement of Service Based on Mileage

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the Serving Wire Center of the Customer's originating location to the Serving Wire Center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

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No. 20. Call Types (including Zone Mileage)

(For Call Types determined by mileage, see Section 1.0, Rule No. 19.)

Company's Call Types are determined first by mileage, then by LATA, State and National boundaries. The following chart depicts the Company's Call Types and how each is determined. Several Long Distance Call Types are included for reference only and do not comprise all categories of calls such as Toll Free and Calling Card.

Call Type	Determination	Description	Dialing Pattern
Local Call	0-8 miles	Zone 1	7 digits or 1 + 10 digits
Local Call	9-12 miles	Zone 2	7 digits or 1 + 10 digits
Local Toll	13-16 miles	Zone 3	7 digits or 1 + 10 digits
IntraLata Toll	17+ miles within LATA	IntraLata Toll	7 digits or 1 + 10 digits

(The following are Long Distance Call Types, listed here for reference only.)

IntraState	17+ miles outside LATA	IntraState	1 + 10 digits
InterState	Outside State	InterState	1 + 10 digits
International	Outside Country	International	011 + Country Code + number

No. 21. Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

(A) Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.

(B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware Answer Supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

(C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an Off-Hook signal from the terminating carrier.

(D) All times refer to local time.

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No. 22. Telephone Number Changes

When a Customer requests a telephone number change, the referral period for the disconnected number is 180 days. The Company reserves all rights to the telephone numbers assigned to any Customer.

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.

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

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.

No. 23. Liability Limitations of the Company

(A) The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.

(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 Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods 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 of any one service or facility affects or diminishes the value of any other service, such liability shall include such diminution, but in no event shall 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.

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No. 23. Liability Limitations of the Company (continued)

(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 not be liable for errors in translating, transmitting, receiving or delivering messages by telephone or telecommunication devices for the deaf (TDDs) over the facilities of the Company, connecting utilities or through the California Relay Service.

(F) The Utility 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 Utility 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.

(G) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

(H) The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and Services;

4. Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 1.0: RULES

No. 23. Liability Limitations of the Company (continued)

(H) (continued)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, unless the damage is caused by the Company's negligence.

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any calls not actually attempted to be completed during any period that Service is unavailable.

(I) The Company will not be held liable nor will it provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment or systems.

(J) The Company does not guarantee nor make any warranty with respect to its services when used in a hazardous environment. The Company shall be indemnified, defended and held harmless by the Customer or authorized User from any and all claims, loss, demands, suits or other action by any person relating to the services so provided.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 23. Liability Limitations of the Company (continued)

(K) Directory Errors

1. 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:

   (a) For listings in alphabetical telephone directories furnished without additional charge, no amount shall be allowed.

   (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, 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.

   (c) For listings in information records furnished without additional charge, no amount shall be allowed.

   (d) 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.

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No. 24. Responsibilities of the Customer

(A) General

1. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.

2. The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.

3. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

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

5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

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

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 24. Responsibilities of the Customer (continued)

(A) General (continued)

6. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users or others, by improper use of the Services or by use of equipment provided by the Customer, Users or others.

7. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

8. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

9. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.

10. The Customer is responsible for the safekeeping, nondisclosure and protection of all PIN's and authorization codes. The Customer is responsible for all calls placed via any of their PIN's or authorization codes as a result of the Customer's intentional or negligent disclosure of such PIN's or authorization codes.

11. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

(B) Liability of the Customer

1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 24. Responsibilities of the Customer (continued)

(B) Liability of the Customer (continued)

2. To the extent caused by any negligent or intentional act of the Customer as described in Rule No. 24 (B) 1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

3. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

4. The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with, facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court) or liability arising out of any commission or omission by the customer, authorized user or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use or modify such combination so as to avoid any such infringement.

5. In addition, and without limitation, the Customer, authorized user or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel or infringement.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 25. Customer Liability for Unauthorized Use of the Network

(A) Unauthorized Use of the Network

1. Unauthorized use of the Network occurs when:

   (a) a person or entity that does not have actual, apparent or implied authority to use the Network, obtains the Company's Services provided under this tariff; or

   (b) a person or entity that otherwise has actual, apparent or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff or uses specific services that are not authorized.

2. The following activities constitute fraudulent use:

   (a) Using the Network to transmit a message, locate a person or otherwise give or obtain information, without payment for the service;

   (b) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

   (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

   (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 25. Customer Liability for Unauthorized Use of the Network (continued)

(A) Unauthorized Use of the Network (continued)

3. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges will be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

(B) Liability for Unauthorized Use

1. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.

2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer’s service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.

4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 25. Customer Liability for Unauthorized Use of the Network (continued)

(C) Liability for Calling Card Fraud

1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

2. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

3. The limitations on liability in this subsection will not apply to pre-paid or debit cards.

(D) Liability for Credit Card Fraud

1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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SECTION 1.0: RULES

No. 26. Limitations of Service

(A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline Service Orders to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

(B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

(C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

(D) The Company reserves the right to discontinue service, limit service or to impose requirements as required to meet changing regulatory or statutory rules and standards.

(E) The Company reserves the right to refuse Service Orders made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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No. 27. 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 right, title and interest to such items remain, at all times, solely with the Company.

(C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

(D) Any service provided under this Tariff may be facilities to or shared (jointly used) with other persons at the Customer's option. Service may only be facilities or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, facilities 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.

(E) 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.

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SECTION 1.0: RULES

No. 28. Use of Customer's Service by Others

(A) Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or California Public Utilities Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services and for notifying the Company of any unauthorized use.

(B) Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

(C) Use of Company Marks

Customers may not use any Mark or grant any other person or entity any right to use the Marks, unless otherwise agreed in writing by Company.

No. 29. Transfers and Assignments

(A) Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties: (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 29. Transfers and Assignments (continued)

(B) Tariff Changes, Contract Changes, Transfers, Withdrawals, and Notices

1. A carrier shall notify all affected subscribers at least 25 days in advance of every proposed change in its subscribers' service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The subscriber 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 96-13, 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.

2. No carrier 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 carrier may not use this contract change provision to change term-contract rates or charges.

3. A carrier shall notify each affected subscriber at least 30 days in advance whenever it requests Commission approval for a transfer of subscribers, as defined. 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 subscribers have the right to select another utility; and provide a toll-free customer service telephone number for responding to subscribers' questions. Subscriber notices of transfers requested by application shall also comply with the Rules of Practice and Procedure and any rulings of the presiding officer during the course of the formal Commission proceeding.

   In subscriber notices of transfers, certificated carriers shall use the name that appears on their Certificate of Public Convenience and Necessity, and any fictitious business names under which the service is offered, which business names shall be registered pursuant to Business and Professions Code §§ 17900 et seq. and with the Commission's Telecommunications Division. Abbreviations may be used so long as there is sufficient information to make it abundantly clear to the subscriber and Commission staff who the service provider is.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 29. Transfers and Assignments (continued)

(B) Tariff Changes, Contract Changes, Transfers, Withdrawals, and Notices (continued)

4. A carrier 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 carrier's toll-free customer service telephone number for responding to subscribers' questions. If the service to be withdrawn is basic service (as defined in these rules), the carrier must 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.

5. Notices required in these Rules 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.

COMPETITIVE LOCAL CARRIER

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No. 30. Shortage of Equipment or Facilities

(A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

(B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

(C) The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

No. 31. Competitive Promotional Offerings

(A) From time to time, the Company may file Advice Letters with the Commission to offer services at a reduced rate, free of charge or offer incentives including certificates and coupons for promotional, market research or rate experimentation purposes. These offerings may be limited to certain dates, times and locations. Each promotional offering must be tariffed before it is offered to prospective Customers and filed according to General Order 96-A.

(B) Any offer by a carrier that is deceptive, untrue, or misleading is prohibited. Statements about rates and services that are deceptive, untrue or misleading are prohibited.

(C) 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.

(D) 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.

(E) 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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 32 Special Construction

(A) Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or 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 specially 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.

2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

   (a) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
      (1) equipment and materials provided or used;
      (2) engineering, labor and supervision;
      (3) transportation; and
      (4) rights of way and/or any required easements;
   (b) license preparation, processing and related fees;
   (c) tariff preparation, processing and related fees;
   (d) cost of removal and restoration, where appropriate; and
   (e) any other identifiable costs related to the specially constructed or rearranged facilities.

3. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

4. Charges are subject to the provisions of General Order No. 96-A.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 33. Non-routine Installation and/or Maintenance

At the Customer's request, installation and/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.

No. 34. Individual Case Basis (ICB) Arrangement

(A) General Description

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services and shall be comparable with other Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

1. Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

(B) Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. 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. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

ICB arrangements will be filed pursuant to General Order 96-A.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 35. Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges and by Verizon of California in Verizon exchanges.

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.

(A) Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.

(B) 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.

(C) Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 36. Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service) is an arrangement of Company Central Office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

No carrier shall terminate such access to 911 emergency service for non-payment of any delinquent account or indebtedness owed to the carrier.

No. 37. Change of Service Providers

(A) Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform to California Public Utilities Code Section 2889.5, and be legibly printed in at least 10-point type. A penalty or fine of up to $500 may apply for each violation of this Rule.

(B) Unauthorized Service Termination and Transfer

The Company is 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. The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the prospective Customer. If the Company is found responsible for the unauthorized transfer, it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. A penalty or fine of up to $500 may apply for each violation of this Rule. As prescribed under PUC Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 38. Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

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 911 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 nonpublished numbers, 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 certificated California utilities for use in outreach programs directed towards low-income subscribers.

(A) Conformance with California Public Utilities Section 2891

The following section shall apply when the Company offers service to residential consumers.

1. The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:

   (a) The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions in California Public Utilities Code Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.

   (b) The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility subscribers.

   (c) The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.

   (d) Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 38. Privacy (continued)

(A) Conformance with California Public Utilities Section 2891 (continued)

2. Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.

3. Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.

4. Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.

5. For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem or any other code which is used by a residential Customers of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.

6. The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or nonpublished access number.

7. A Customer may waive all or part of the protection provided by this section through written notice to the Company.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 38. Privacy (continued)

(B) Conformance with California Public Utilities Section 2893

1. Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.

2. There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.

3. The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.

4. California Public Utilities Code Section 2893 does not apply to any of the following:

   (a) An identification service that is used within the same limited system, including but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.

   (b) An identification service that is used on a public agency's emergency telephone line or on the line that receives the primary emergency telephone number (911).

   (c) Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.

   (d) Any identification service provided in connection with any toll free (i.e. 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the CPUC.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 39. Directories

(A) The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

(B) A carrier providing basic service in an area shall include, at a minimum and in addition to subscriber listing information, the following emergency and customer disclosure information in the alphabetical telephone directory it provides to its customers in that area. A carrier providing basic service that does not publish its own alphabetical telephone directory 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 carrier causes to be delivered to its subscribers; 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 carrier will follow during emergencies, how telephone subscribers 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 subscribers with respect to telephone solicitations.

3. Telephone number(s) to contact the carrier 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 carrier'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.

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. For carriers having tariffs or other customer disclosure information on the Internet, the carrier'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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 39. Directories (continued)

(C) 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.

(D) 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 carrier 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.

No. 40. Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from 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 number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

(A) Agencies Authorized to Receive Nonpublished 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 that 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,

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 40. Nonpublished Service (continued)

(A) Agencies Authorized to Receive Nonpublished Information (continued)

2. (continued)

(f) Protect public health and safety; or,

(g) Conduct emergency rescue operations.

3. Any public health agency of the State of California or of a city, county or other local government.

4. County or city 911 projects.

5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.

6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.

7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

(B) Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

1. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,

2. 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,

3. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,

4. Employees of a county or city 911 project when acting in an official capacity; or,

5. Employees of an agency listed in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 40. Nonpublished Service (continued)

(B) Procedure for Release of Nonpublished Information to Authorized Agencies (continued)

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company 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.

Nonpublished information shall also be released by a telephone company 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 company only on a call back verification basis.

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

(C) Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if 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 of nonpublished information, the Customer will receive no communication from the Company.

If the 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 company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 40. Nonpublished Service (continued)

(C) Notification to Customer (continued)

The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.

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 no 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 Company that such information was released and which agency received the information.

(D) 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 certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

(E) Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

(F) Retention of Records

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

(G) Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 41. 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 CPUC 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"

(A) Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new prospective Customer 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 magistrate's 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.

(B) 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 of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing 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.

(C) 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 utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.

(D) 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 dangers 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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 41. Legal Requirements for Refusal or Discontinuance of Service (continued)

(E) The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the prospective Customer 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 such notice a copy of this rule together with a statement that the prospective Customer or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

(F) At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the prospective Customer 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 prospective Customer 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.

(G) 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.

(H) The term "person," as used herein, includes a subscriber to communications service, a prospective Customer for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency and an individual.

(I) The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

No. 42. Blocking Access to 900 and 976 Information Services

The Company may block Customer's access to 900 and 976 pay-per-call telephone information services at the time a Service Order is taken. Customers will be given the option to not block access to 900 and 976 pay-per-call telephone information services at such time. This blocking service is available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking. Also see Section 2.0, Schedule 5.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 43. 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 below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

4. Exceptions:

   (a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.

   (b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the 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 Customer or building owner, and includes the equipment.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 43. Demarcation Points (continued)

(B) Local Loop Demarcation Point (continued)

4. Exceptions: (continued)

(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 (also 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 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, the 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).

(C) INC Demarcation Point

1. The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer'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 Customer.

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 below and B4 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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 43. Demarcation Points (continued)

(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 the 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.

(E) Continuous Property

1. Continuous Property is land which

   (a) is wholly owned by a single individual or entity, regardless of whether the owner leases[1] all or a portion(s) of the property to another and

   (b) contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare[2] 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 a 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 portion(s) is owned by the entities in common[3] do not constitute Continuous Property.

[1] The property retains its character as a 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.

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

[3] Such as town homes and homes in gated communities.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 43. Demarcation Points (continued)

(E) Continuous Property (continued)

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 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 this tariff, except as provided in the preceding paragraph.

5. The INC and Inside Wire Demarcation Points are located as described above.

6. At the request of a property owner, a 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 owned 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.g., (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.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints

(A) General

Slamming is the unauthorized change of a subscriber's presubscribed carrier. These California specific rules are designed to supplement and work in conjunction with corresponding rules issued by the Federal Communications Commission.

The California Public Utilities Commission is the primary adjudicator of both intrastate and interstate slamming complaints in California. A subscriber may request that the FCC rather than the Commission handle an interstate slamming complaint, in which case the FCC would apply its rules, and these rules would govern any related intrastate complaint. Where these rules differ from the FCC's slamming rules, the differences are in recognition of California specific issues and are consistent with the FCC's mandate to the states.

Compliance with these rules does not relieve carriers of other obligations they may have under their tariffs, other Commission general orders and decisions, FCC orders, and state and federal statutes. Nor do these rules limit any rights a consumer may have.

The Commission intends to continue its policy of cooperating with law enforcement authorities to enforce consumer protection laws that prohibit misleading advertising and other unfair business practices. These rules do not preclude any civil action that may be available by law. The remedies the Commission may impose for violations of these rules are not intended to displace other remedies that may be imposed by the courts for violation of consumer protection laws.

These rules take precedence over any conflicting tariff provisions on file at the Commission. The remedies provided by these rules are in addition to any others available by law.

Prosecution, whether civil or criminal, by any local or state law enforcement agency to enforce any consumer protection or privacy law does not interfere with any Commission policy, order or decision, or the performance of any duty of the Commission, related to the enactment or enforcement of these rules. Such prosecution, however, does not, in any way, limit the Commission's authority to interpret or enforce these rules as the Commission determines appropriate.

These rules are not intended to create a private right of action to impose liability on carriers or other utilities for damages, which liability would not exist had these rights not been adopted.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(B) Authorization and Verification of Orders for Telecommunications Services

Authorization and verification of orders for telecommunications services shall be done in accordance with applicable state and federal laws.

(C) Carrier Liability for Slamming

1. Carrier Liability for Charges. Any submitting telecommunications carrier that fails to comply with the required procedures for changing carriers or verifying subscriber authorization shall be liable to the subscriber's properly authorized carrier in an amount equal to 150% of all charges paid to the submitting telecommunications carrier by such subscriber after such violation, as well as for additional amounts as prescribed in Part 44(F). The remedies provided in this Part 44 are in addition to any other remedies available by law.

2. Subscriber Liability for Charges. Any subscriber whose selection of telecommunications services provider is changed without authorization verified in accordance with legally-required procedures is liable for charges as follows:

   (a) If the subscriber has not already paid charges to the unauthorized carrier, the subscriber is absolved of liability for charges imposed by the unauthorized carrier for service provided during the first 30 days after the unauthorized change. Upon being informed by a subscriber that an unauthorized change has occurred, the authorized carrier, the unauthorized carrier, or the executing carrier shall inform the subscriber of this 30-day absolution period. Any charges imposed by the unauthorized carrier on the subscriber for service provided after this 30-day period shall be paid by the subscriber to the authorized carrier at the rates the subscriber was paying to the authorized carrier at the time of the unauthorized change in accordance with the provisions of Part 44(F)5.

   (b) If the subscriber has already paid charges to the unauthorized carrier, and the authorized carrier receives payment from the unauthorized carrier as provided for in paragraph (1) of this section, the authorized carrier shall refund or credit to the subscriber any amounts determined in accordance with the provisions of Part 44(F).

   (c) If the subscriber has been absolved of liability as prescribed by this section, the unauthorized carrier shall also be liable to the subscriber for any charge required to return the subscriber to his or her properly authorized carrier, if applicable.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(D) Procedures for Resolution of Unauthorized Changes in Preferred Carrier

1. Notification of Alleged Unauthorized Carrier Change. Executing carriers who are informed of an unauthorized carrier change by a subscriber must immediately notify both the authorized and allegedly unauthorized carrier of the incident. This notification must include the identity of both carriers.

2. Referral of Complaint. Any carrier, executing, authorized, or allegedly unauthorized, that is informed by a subscriber or an executing carrier of an unauthorized carrier change shall direct that subscriber to CAB for resolution of the complaint.

3. Notification of Receipt of Complaint. Upon receipt of an unauthorized carrier change complaint, CAB will notify the allegedly unauthorized carrier of the complaint and order that the carrier remove all unpaid charges for the first 30 days after the slam from the subscriber's bill pending a determination of whether an unauthorized change, as defined in Section 1, No. 1 of this tariff, has occurred, if it has not already done so.

4. Proof of Verification. Not more than twenty business days after notification of the complaint, the alleged unauthorized carrier shall provide to CAB a copy of any valid proof of verification of the carrier change. This proof of verification must contain clear and convincing evidence of a valid authorized carrier change. CAB will determine whether an unauthorized change, as defined in Section 1, No. 1 of this tariff, has occurred using such proof and any evidence supplied by the subscriber. Failure by the carrier to respond or provide proof of verification will be presumed to be clear and convincing evidence of a violation.

(E) Absolution Procedure Where the Subscriber Has Not Paid Charges

1. This section shall only apply after a subscriber has determined that an unauthorized change, as defined in Section 1, No. 1 of this tariff, has occurred and the subscriber has not paid charges to the allegedly unauthorized carrier for service provided for 30 days, or a portion thereof, after the unauthorized change occurred.

2. An allegedly unauthorized carrier shall remove all charges incurred for service provided during the first 30 days after the alleged unauthorized change occurred, as defined in Section 1, No. 1 of this tariff, from a subscriber's bill upon notification that such unauthorized change is alleged to have occurred.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(E) Absolution Procedure Where the Subscriber Has Not Paid Charges (continued)

3. An allegedly unauthorized carrier may challenge a subscriber's allegation that an unauthorized change, as defined in Section 1, No. 1 of this tariff, occurred. An allegedly unauthorized carrier choosing to challenge such allegation shall immediately notify the complaining subscriber that: the complaining subscriber must file a complaint with CAB within 30 days of either: the date of removal of charges from the complaining subscriber's bill in accordance with paragraph 2. of this section or; the date the allegedly unauthorized carrier notifies the complaining subscriber of the requirements of this paragraph, whichever is later; and a failure to file such a complaint within this 30-day time period will result in the charges removed pursuant to paragraph 2. of this section being reinstated on the subscriber's bill and, consequently, the complaining subscriber will only be entitled to remedies for the alleged unauthorized change other than those provided for in No. 44(C)2(a). No allegedly unauthorized carrier shall reinstate charges to a subscriber's bill pursuant to the provisions of this paragraph without first providing such subscriber with a reasonable opportunity to demonstrate that the requisite complaint was timely filed within the 30-day period described in this paragraph.

4. If CAB, under No. 44(G) below, determines after reasonable investigation that an unauthorized change, as defined in Section 1, No. 1 of this tariff, has occurred, it shall notify the carriers involved that the subscriber is entitled to absolution from the charges incurred during the first 30 days after the unauthorized carrier change occurred, and neither the authorized or unauthorized carrier may pursue any collection against the subscriber for those charges.

5. If the subscriber has incurred charges for more than 30 days after the unauthorized carrier change, the unauthorized carrier must forward the billing information for such services to the authorized carrier, which may bill the subscriber for such services using either of the following means:

   (a) The amount of the charge may be determined by a re-rating of the services provided based on what the authorized carrier would have charged the subscriber for the same services had an unauthorized change, as described in Section 1, No. 1 of this tariff, not occurred; or

   (b) The amount of the charge may be determined using a 50% Proxy Rate as follows: Upon receipt of billing information from the unauthorized carrier, the authorized carrier may bill the subscriber for 50% of the rate the unauthorized carrier would have charged the subscriber for the services provided. However, the subscriber shall have the right to reject use of this 50% proxy method and require that the authorized carrier perform a re-rating of the services provided, as described in paragraph 5(a) of this section.

6. If the unauthorized carrier received payment from the subscriber for services provided after the first 30 days after the unauthorized change occurred, the obligations for payments and refunds provided for in No. 44(F) shall apply to those payments. If CAB, under No. 44(G) below, determines after reasonable investigation that the carrier change was authorized, the carrier may re-bill the subscriber for charges incurred.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(F) Reimbursement Procedures Where the Subscriber Has Paid Charges

1. The procedures in this section shall only apply after a subscriber has determined that an unauthorized change, as defined in Section 1, No. 1 of this tariff, has occurred and the subscriber has paid charges to an allegedly unauthorized carrier.

2. If CAB, under Part (G) below, determines after reasonable investigation that an unauthorized change, as defined in Section 1, No. 1 of this tariff, has occurred, it shall direct the unauthorized carrier to forward to the authorized carrier the following:

   (a) An amount equal to 150% of all charges paid by the subscriber to the unauthorized carrier; and

   (b) Copies of any telephone bills issued from the unauthorized carrier to the subscriber. This order shall be sent to the subscriber, the unauthorized carrier, and the authorized carrier.

3. Within ten days of receipt of the amount provided for in paragraph 2(a) of this section, the authorized carrier shall provide a refund or credit to the subscriber in the amount of 50% of all charges paid by the subscriber to the unauthorized carrier. The subscriber has the option of asking the authorized carrier to re-rate the unauthorized carrier's charges based on the rates of the authorized carrier and, on behalf of the subscriber, seek an additional refund from the unauthorized carrier, to the extent that the re-rated amount exceeds the 50% of all charges paid by the subscriber to the unauthorized carrier. The authorized carrier shall also send notice to CAB that it has given a refund or credit to the subscriber.

4. If an authorized carrier incurs billing and collection expenses in collecting charges from the unauthorized carrier, the unauthorized carrier shall reimburse the authorized carrier for reasonable expenses.

5. If the authorized carrier has not received payment from the unauthorized carrier as required by paragraph 3 of this section, the authorized carrier is not required to provide any refund or credit to the subscriber. The authorized carrier must, within 45 days of receiving CAB's determination as described in paragraph 2 of this section, inform the subscriber and CAB if the unauthorized carrier has failed to forward to it the appropriate charges, and also inform the subscriber of his or her right to pursue a claim against the unauthorized carrier for a refund of all charges paid to the unauthorized carrier.

6. Where possible, the properly authorized carrier must reinstate the subscriber in any premium program in which that subscriber was enrolled prior to the unauthorized change, if the subscriber's participation in that program was terminated because of the unauthorized change. If the subscriber has paid charges to the unauthorized carrier, the properly authorized carrier shall also provide or restore to the subscriber any premiums to which the subscriber would have been entitled had the unauthorized change not occurred. The authorized carrier must comply with the requirements of this section regardless of whether it is able to recover from the unauthorized carrier any charges that were paid by the subscriber.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(G) Informal Complaints

The following procedures shall apply to informal complaints to the Commission alleging an unauthorized change of a subscriber's preferred carrier, as defined by Public Utilities Code § 2889.5 or the FCC's slamming rules.

1. *Address:* Complaints shall be mailed to:

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

2. *Form:* The complaint shall be in writing, and should contain:

   (a) the complainant's name, address, telephone number, and e-mail address (if the complainant has one);

   (b) the names of the alleged unauthorized carrier, the authorized carrier, and the executing carrier, if known;

   (c) the date of the alleged unauthorized change, if known;

   (d) a complete statement of the facts (including any documentation) showing that the carrier changed the subscriber's preferred carrier without authorization;

   (e) a copy of the subscriber's bill that contains the unauthorized changes;

   (f) a statement of whether the complainant has paid any disputed charges to the alleged unauthorized carrier; and

   (g) a statement of the specific relief sought.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(G) Informal Complaints (continued)

3. Procedure:

(a) The CAB staff will acknowledge receipt of subscriber's complaint and inform the subscriber of the procedures for resolving it.

(b) The CAB will notify the executing carrier, the authorized carrier, and the alleged unauthorized carrier of the alleged unauthorized change.

(c) The CAB staff will require the alleged unauthorized carrier to produce evidence of authorization and verification, and any other information or documentation the CAB staff may need to resolve the subscriber's complaint. The alleged unauthorized carrier shall provide evidence of subscriber authorization and verification within twenty (20) business days of CAB's request. If a carrier requests an extension of time from the CAB Staff, the carrier shall provide a written explanation why the required explanation cannot be provided within twenty (20) days, and an estimate of when it will provide the information. If evidence of authorization and verification is not provided within twenty (20) business days, a presumption exists that an unauthorized change occurred, and CAB staff will find that an unauthorized change did occur.

(d) Upon request by the CAB staff for information other than the subscriber authorization and verification, the alleged unauthorized carrier shall provide such information within twenty business days of CAB's request or provide a written explanation as to why the information cannot be provided within the required twenty business days and an estimate of when it will provide the information.

(e) The CAB staff will determine whether an unauthorized change has occurred. CAB's investigation may include review of the alleged subscriber authorization, verification, solicitation methods and materials, and any other information CAB staff determines is relevant to the investigation.

(f) Upon concluding its investigation, the CAB staff will inform the subscriber, the executing carrier, the alleged unauthorized carrier, and the authorized carrier of its decision.

COMPETITIVE LOCAL CARRIER

SECTION 1.0: RULES

No. 44. Slamming Complaints (continued)

(G) Informal Complaints (continued)

4. Appeals

(a) If the subscriber is not satisfied with the CAB staff decision, the subscriber may appeal the decision to a Consumer Affairs Manager. The subscriber shall present new information or explain any factual or legal errors made in the CAB staff decision.

(b) If the subscriber is not satisfied with the resolution of the complaint by the Consumer Affairs Manager, the subscriber may file a formal complaint with the Commission according to the Commission's Rules of Practice and Procedure, Article 3.

(c) If the CAB staff finds that an unauthorized change has occurred but the unauthorized carrier disagrees and pursues billing or collection against the subscriber, CAB staff will forward this information to Commission's enforcement staff and advise the subscriber to file a formal complaint.

No. 45. Limitation of ILEC Responsibility

Unless prohibited by law, in no case will the Incumbent Local Exchange Carrier, its affiliates, directors, officers or employees, be responsible to Customer for damages resulting from service failure or network outages.

COMPETITIVE LOCAL CARRIER

SECTION 2.0: TAXES AND SURCHARGES

No. 1. General

In addition to the charges specifically pertaining to the Company's services, certain federal, state and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below. None of the following surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

(A) CPUC Reimbursement Fee

Pursuant to Public Utilities Code Chapter 2.5, Article 3, Section 431, the Company will apply a surcharge to each Customer bill, in compliance with CPUC directives determined annually by the CPUC. This surcharge represents a user fee intended to reimburse the CPUC for the cost of regulating all certified utilities.

(B) California Relay Service & Communications Device Fund Surcharge

A surcharge is applied monthly to all intrastate tariffed services not exempt from the surcharge. This surcharge will be identified on the Customer's billing statement as the "California Relay Service and Communications Device Fund Surcharge."

(C) Universal Lifeline Telephone Service Surcharge

A surcharge will be applied to the Customer's bill for intrastate services that appear on that particular bill. This surcharge will be identified on the Customer's billing statement as the "Universal Lifeline Telephone Service Surcharge."

(D) California High Cost Fund A Surcharge

The Company will impose a surcharge on all intrastate services to fund the California High Cost Fund A program in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each Customer's monthly bill and will be identified as the "California High Cost Fund A Surcharge."

COMPETITIVE LOCAL CARRIER

SECTION 2.0: TAXES AND SURCHARGES

No. 1. General (continued)

(E) California High Cost Fund B Surcharge

The Company will impose a surcharge on all intrastate services to fund the California High Cost Fund B program in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each Customer's monthly bill and will be identified as the "California High Cost Fund B Surcharge."

(F) California Teleconnect Fund Surcharge

Pursuant to D.96-10-066 a surcharge will be imposed on all end-user, intra-state charges to fund the California Teleconnect Fund. The surcharge will be applied to each Customer's monthly bill and will be identified as the "California Teleconnect Fund Surcharge."

No. 2. Rates

Surcharges may be imposed depending upon the applicability of the surcharges to the services provided within this tariff. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates to intrastate services, excluding the following: (a) Universal Lifeline Telephone Service (ULTS); (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-specified contracts effective before 9/15/94; (e) usage charges for coin operated pay telephones; (f) director advertising; and (g) one-way radio paging.

Telecommunications carriers are also required to apply the CPUC Reimbursement Fee rate to intrastate services, excluding the following: (a) directory advertising and sales; (b) terminal equipment sales; and (c) inter-utility sales.

For a list of the Public Program surcharges and Reimbursement Fee and the amounts, please refer to California PUC website, http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm. C

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

No. 1. Local Exchange Service

Installation, monthly recurring charges will apply to the Company's local exchange services.

A. The Company's Local Telephone Service provides a Customer with the ability to:

--- place or receive calls to any calling Station in the local calling area, as defined herein;

--- access basic 911 Emergency Service; and

--- place or receive calls to 800/888/887 telephone numbers.

B. Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

C. Standard Features: Each Local Line customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

D. Optional Features: A Customer may order optional features at the rates specified in this tariff.

E. Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 1: Connection Charges

1.1 **Connection Charge**

1.1.1 **General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

1.1.2 **Exceptions to the Charge**

A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

B. The Company may from time to time waive or reduce the charge as part of a promotion.

1.2 **Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section l of this Tariff.

Business
$100.00

1.3 **Moves, Adds, and Changes**

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

	Move	Add	Change
Business Charge per Order	$50.00	$50.00	$50.00
Line Connection (per line)	$100.00	$100.00	$100.00

Record Work Only $50.00
(This charge is applicable for changes that do not involve central office or premise work.)

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

1.4 Charges Associated With Premises Visit

1.4.1 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per Premises Visit, Business: $100.00

1.5 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

$1.25 Manual	R
$0.00 Automatic	N

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 2: Supplemental Services

2.1 Custom Calling Service

2.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

2.1.2 Feature Descriptions and Rates

Rates in this section are applied on a monthly basis unless otherwise specified:

CALL WAITING	$1.00
Provides a tone signal when a second call is coming in on a busy line.	
CALL FORWARDING-Variable	$1.00
Permits a customer to automatically transfer all incoming calls to another dialable telephone number.	
THREE-WAY CALLING	$1.00
Adds a third party to an established connection without operator assistance.	
SPEED CALLING - 39 Number List	$1.00
Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.	
CALL TRACE	$1.00
This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to customers whose local Telephone Exchange Service includes only Residence lines. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials upon written request of the customer.	

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.1 **Custom Calling Service (continued)**

2.1.2 **Feature Descriptions and Rates (continued)**

DISTINCTIVE RINGING	$1.00
This feature allows a customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For customers with call waiting, a distinctive call-waiting signal will be received if a call from one of the designated telephone numbers is waiting.	
CALL SCREENING	$1.00
Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.	
CALLER ID	$3.00
This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.	
CALLER ID WITH NAME	$5.00
This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.	

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.1 **Custom Calling Service (continued)**

2.1.2 **Feature Descriptions and Rates (continued)**

BUSY LINE TRANSFER In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. *This feature is not compatible with Call Waiting or Direct Inward Dialing Service.*	$1.00
ALTERNATE ANSWERING In the event that the telephone number is not answered within the Company designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined, or a different central office switch, multiple calls will be transferred simultaneously provided that are sufficient facilities to accept the calls.	$1.00
MESSAGE WAITING TONE Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.	$1.00
BUSY LINE TRANSFER, ALTERNATE ANSWERING, MESSAGE WAITING TONE Allows access to all three services.	$1.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.1 **Custom Calling Service (continued)**

2.1.2 **Feature Descriptions and Rates (continued)**

CUSTOMER CONTROL OPTION Allows the customer to activate/ deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.	
Busy Line Transfer	$1.00
Alternate Answering	$1.00
EASY CALL Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.	$1.00
SPECIAL DELIVERY SERVICE When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.	$1.00
CALL CONTROL Available with Residence Basic Exchange Access Service and Residence ISDN service. Customer has the ability to screen outgoing call, then block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long distance, Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls.	$2.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.1 **Custom Calling Service (continued)**

2.1.2 **Feature Descriptions and Rates (continued)**

REMOTE CALL FORWARDING	
First	$5.00
Second	$5.00

Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

900 SPECIAL ACCESS CODE BLOCKING N/C
Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

976 PREFIX BLOCKING SERVICE N/C
Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

AUTOMATIC CALL BACK Per Activation $1.00
Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

REPEAT DIALING Per Activation $1.00
Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.2 Service and Promotional Trials

2.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

2.2.2 Regulations

A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

E. The Company retains the right to limit the size and scope of a Promotional Trial.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.3 Operator Assistance Surcharges

2.3.1 General

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this tariff.

2.3.2 Operator Assistance Surcharges -- Rate Schedule

PERSON-TO-PERSON	$5.00
Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.	
BILLED TO A THIRD NUMBER	$5.00
Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)	
COLLECT CALLS	$5.00
Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.	
CALLING CARD ASSISTANCE	
Operator assists the caller by accepting and/or billing, and/or completing a call based upon information pertaining to a billable calling card.	
Automated Assistance (where available)	$5.00
Non-Automated Assistance	$10.00
SENT - PAID/OPERATOR ASSISTED	$5.00
Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.	

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.3 **Operator Assistance Surcharges (continued)**

2.3.2 **Operator Assistance Surcharges -- Rate Schedule (continued)**

BUSY LINE VERIFICATION	$5.00
Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.	
BUSY LINE VERIFY AND INTERRUPT	$5.00
Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.	

2.4 **Directory Services**

2.4.1 **General**

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company.

2.4.2 **Directory Services -- Rate Schedule**

ALPHABETICAL DIRECTORY LISTING	N/C
One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.	
EXTRA LISTINGS	
An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)	
Per Month for each listing:	$1.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.4 **Directory Services (continued)**

2.4.2 **Directory Services -- Rate Schedule (continued)**

PRIVATE LISTING
A telephone number that is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

Per Month for each listing: $1.00

SEMI-PRIVATE LISTING
A telephone number that is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.
8

Per Month for each listing: $1.00

DIRECTORY ASSISTANCE CALL
D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call $1.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.4 **Directory Services (continued)**

2.4.2 **Directory Services -- Rate Schedule (continued)**

INFORMATION CALL COMPLETION
Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call Service. ICC allows the customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

Per Call Completed	$1.00

Mobile telephone service customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.

2.5 **Direct Inward Dial (DID) Services**

2.5.1 **General**

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.5 Direct Inward Dial (DID) Services (continued)

2.5.2 Direct Inward Dial Service -- Rate Schedule

	Monthly Recurring Charge	Non-Recurring Charge
DID Trunk Termination Charges		
Each DID trunk termination in central office, per trunk	$50.00	$50.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling.	$50.00	$50.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	$50.00	$50.00
DID Number Charges		
Each group of 10 assigned DID station numbers or fraction thereof, each group	$2.00	$2.00
Each group of 10 Reserved DID station numbers or fraction thereof, each group	$2.00	$2.00
Business		
DID Service from a Remote Central Office		
Mileage charges apply in addition to the rates specified preceding. Mileage charges are those specified for Foreign District Service as appropriate.		
Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.	$50.00	$50.00

2.6 2-Way Direct Inward Dialing (DID) With Call Transfer

2.6.1 General

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

2.7 **Miscellaneous Services**

	Monthly Rate
TOLL RESTRICTION SERVICE	
Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.	
- per line equipped	$1.00
Toll billing exception that prevents third number billed and collect call is also a customer option.	
INTERCEPT REFERRAL EXTENSION SERVICE	
Provides notification to calling parties about changes in the status of the called party's telephone line. (An Add / Change Charge applies to add or change the length of months requested)	$1.00

	Non-Recurring Charge
TEMPORARY INTERCEPT	
Enables a Customer to have incoming calls intercepted for 1 month. (Regular Exchange Access Service billing continues and an Add/Change charge applies)	
- per Central Office Line	$5.00
- per Port Intercepted	$5.00

2.8 **Customer Requested Service Suspensions**

2.8.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

2.8.2 The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension	Charge
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 3: Business Networked Switched Services

3.1 General

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

A. receive calls from other stations on the public switched telephone network;

B. access the Company's local calling service;

C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and

D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

3.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

3.2.1 Service Establishment Charge

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

-Per Order		$50.00
-Per Visit	(1 hour)	$100.00
-After Hours	(1 hour)	$200.00

Line Connection	$100.00
Service Order	$50.00

Custom Features are also available as described in this tariff.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.2.2 **Basic Business Line Service**

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

B. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge	$10.00	
Monthly Recurring Charges:		
Business Single Line	(per line)	$20.00
Business Multi-Line	(per line)	$25.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.2.3 **PBX Trunk Service**

A. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.2.3 **PBX Trunk Service (continued)**

B. Flat Rate Analog PBX Trunks

1. General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service.

2. Rates

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	$10.00
Monthly Recurring Charges:	$30.00
Terminal Numbers:	
1-10 lines in terminal group	$5.00
11-20 lines in terminal group	$10.00
21 + lines in terminal group	$15.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.2.3 **PBX Trunk Service (continued)**

C. Message Rate Analog PBX Trunks

1. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

2. Rates

Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	$10.00
Monthly Recurring Charges:	$30.00
Terminal Numbers:	
1-10 lines in terminal group	$5.00
11-20 lines in terminal group	$10.00
21 + lines in terminal group	$15.00

3. Message Usage Charges

Per Message Charge	$0.01

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.2.3 **PBX Trunk Service (continued)**

D. Analog DID Trunks

Nonrecurring Connection Charge	$10.00
Monthly Recurring Charges (per trunk)	$5.00
DID Station Numbers:	
- Each Group of 20	$1.00
- Each Group of 100	$12.00

E. Digital PBX Trunk Service

1. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.2.3 **PBX Trunk Service (continued)**

E. Digital PBX Trunk Service (continued)

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge:	$250.00
Monthly Recurring Charges:	
Flat Rate:	
- Facility	$100.00
- Per Active Channel (DID)	$10.00
- Per Active Channel (DOD)	$10.00
Message Rate:	
- Facility	$100.00
- Per Active Channel (DID)	$10.00
- Per Active Channel (DOD)	$10.00

3. Message Usage Charges

Per Message Charge	$0.01

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

3.2 **Service Descriptions and Rates (continued)**

3.3 IP Control Service

D

D

IP Control is a DID voice line equivalent service used to connect the public switched telephone network and a Customer's IP-based telephony equipment for the transmission of voice, data, or video traffic using Session Initiation Protocol (SIP). IP Control may be provisioned using Company or Customer provided access.

Trunk and Port charges will be based on DS0-equivalent concurrent SIP sessions derived by taking the total incoming DID traffic divided by 7,000,000 minutes multiplied by 672. When Customer provided access is used (including but not limited to public internet access), Trunk and End User Common Line (EUCL) charges will not apply. EUCL charges will be applied according to the Peerless Network FCC Tariff for all Company provided access.

Monthly Recurring Charges (MRC)

DID Charges Per DID	MRC
0 – 999,999 minutes of use per account	$0.15
1,000,000 – 4,999,9999 minutes of use per account	$0.10
5,000,000 – 24,999,999 minutes of use per account	$0.07
Greater than 25,000,000 minutes of use per account	$0.05
Port Charges	
Per DS0 equivalent	$3.00
Trunk Charges	
Per DS0 equivalent	$12.50
Non-Recurring Charges (NRC)	
Installation Charge	
Per DS1 Equivalent	$500.00

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 4: Universal Lifeline Telephone Service

No. 1. Description

Universal Lifeline Telephone Service (ULTS) will be offered by the Company when residential local exchange service is available as a stand-alone offering in this tariff. ULTS includes:

(A) Installation of a residential primary access line.

(B) Basic dial tone service.

(C) Unlimited incoming calls.

(D) Measured rate service with an allowance of 60 untimed local calls per month.

(E) If required, one installation every 12 months of inside wire of a residence primary access line, including the primary standard jack, at 50% of the non-regulated charges when the work is performed by the Company.

No. 2. Regulations

1. Eligibility Criteria for Obtaining and Retaining ULTS:

a. Universal Lifeline Telephone Service (ULTS) is available to all residential customers who meet the following eligibility requirements:

(1) The residence at which the service is requested is the customer's principal place of residence.

The residence premises household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

The room or portion of a residential premises occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of ULTS.

(2) The customer and the members of the customer's household collectively have one, and only one, ULTS line, except as provided for elsewhere in this schedule.

(3) Residential customers may qualify for ULTS by meeting either the Income-Based Criteria or the Program-Based Criteria.

(4) Income-Based Criteria:

Income-based criterion allows a customer to enroll in ULTS if members of the customer's household collectively earn no more than the following amount of annual income.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 4: Universal Lifeline Telephone Service (continued)

For the current Household Income Limitations, please refer to the AT&T California Schedule Cal. P.U.C. No. A5, Section 5.2.5.E.4.d.(1).

Customers must also provide proof of their income. Acceptable income documents are:

(a) Prior year's state, federal, or tribal tax return,
(b) Income statement or paycheck stubs for three consecutive months within the last 12 months,
(c) Statement of benefits from Social Security, Veterans Administration, retirement/pension, unemployment compensation and/or workmen's compensation,
(d) A divorce decree,
(e) Child support document,
(f) Other official documents.

Borrowed money shall not be considered as income when determining eligibility for the ULTS program. Funds transferred from one account to another, such as from savings account to a checking account, shall not be considered as income when determining eligibility for the ULTS program, even if such funds are used for living expenses.

(5) No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.

(6) Program-Based Criteria:

Program-based criterion allows a customer to enroll in ULTS based on the customer's or a member of the customer household's participation in any of the means-tested programs approved by the Commission. Approved means-test programs are:

(a) Medicaid or Medi-Cal,
(b) Supplemental Security Income (SSI),
(c) Food Stamps,
(d) Healthy Families Category A,
(e) Tribal TANF,
(f) Women, Infant and Children Program (WIC),
(g) Low Income Home Energy Assistance Program (LIHEAP),
(h) Federal Public Housing Assistance or Section 8,
(i) Temporary Assistance for Needy Families (TANF),
(j) National School Lunch's FREE Lunch Program (NSL),
(k) Bureau of Indian Affairs General Assistance,
(l) Head Start Income Eligible (Tribal Only).

(7) For self-employed applicants, the "income from self-employment" shown on IRS Form 1040, Schedule C, line 29 shall be used to determine eligibility for ULTS.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 4: Universal Lifeline Telephone Service (continued)

(8) A household shall be eligible to receive two ULTS lines if: (i) the household meets all ULTS eligibility criteria set forth above; (ii) the household has a disabled member who has immediate and continuous access within the household to a TTY; and (iii) the TTY is issued by DDTP or a medical certificate indicating the household member's need for a TTY is submitted.

(9) All ULTS rules and regulations that apply to the one ULTS line shall apply equally to the second ULTS line provided to a household.

(10) Customers that verbally certify they meet the ULTS income limits and have proof of income or participate in an approved public program will receive a certification form in the mail from the Commission's certifying agent for completion and submission.

(11) The completed certification form must be returned and received by the Commission's certifying agent by the due date indicated on the form.

(12) Any customer who fails to qualify for ULTS by the certification date shall be removed from the ULTS program and converted to regular service. Upon notification from the Commission's certifying agent, the Utility shall bill the customer for all ULTS discounts received by the customer, including all previously waived or discounted charges, service installation charges, end user common line charges, taxes and surcharges associated with ULTS discounts. The customer will be subject to the Utility's rules applicable to the establishment of credit, including any deposit requirements.

(13) The Utility shall not knowingly enroll a customer into the ULTS program who does not meet the ULTS eligibility criteria and the Utility shall not knowingly allow a customer to remain in the ULTS program who does not meet the ULTS eligibility criteria.

(14) The Utility shall not link the availability of discounted phone service under the ULTS program with the sale of non-ULTS services.

(15) The Utility must inform the customer that he or she may opt to receive the instructions for completing the certification form in Braille (English Only) or the instructions and the form in large print.

(16) If a customer has previously been certified while participating in the program with another carrier and subsequently changes carriers, while maintaining eligibility in all other respects, the customer shall not be required to go through the certification process as long as the change of carriers occurs within the last 30 days. If a customer changes his or her principle place of residence, while maintaining eligibility in all other respects, the customer shall not be required to go through the certification process as long as the change of residence occurs within the last 30 days.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 4: Universal Lifeline Telephone Service (continued)

2. Universal Lifeline Telephone Service (ULTS) is available to eligible customers subscribing to flat rate individual access line service.

3. ULTS includes the following:

   a. Installation of a residence primary access line.
   b. Voice grade access to the public switched network.
   c. Unlimited incoming calls.
   d. Unlimited local calls/local usage within the local calling areas.
   e. An allowance for the applicable Federal Communications Commission End User Charge.
   f. Access to emergency services, operator services, interexchange service, and directory assistance.
   g. Dual tone multi-frequency signaling.
   h. Free toll blocking.

4. Universal Lifeline Telephone Service (ULTS) is restricted to residence local exchange service including all applicable extended area service. Foreign Exchange Service and other non-ULTS services are excluded from this offering.

5. Discounted Nonrecurring Charges:

   a. Initial Installation

      (1) The ULTS connection charge is applicable to all qualifying households residing at the same address.

      (2) The ULTS connection charge is applicable any time a qualifying household (i) establishes ULTS, (ii) re-establishes ULTS at the same residence at which ULTS was previously provided (even when the customer was disconnected for nonpayment), (iii) establishes ULTS at a new residence, or (iv) switches ULTS from one utility to another.

      (3) Utilities may not impose a "central office charge" in addition to the ULTS connection charge when installing ULTS.

      (4) Installation of a second and subsequent telephone service connections shall be subject to the Utility's regular tariffed rates for these connections, except that low-income households with a disabled member may qualify for ULTS connection charges on two residential telephone connections.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 4: **Universal Lifeline Telephone Service** (continued)

b. Change Charges

The ULTS conversion charge is applicable each time a ULTS customer requests a change in the class (business or residential to ULTS), type (this means measured to flat rate service or vice versa, which is not applicable in our territory), or grade of service (this means going from one to two party service or vice versa, which is not applicable in our territory), including requests to change from Foreign Exchange Service. There is no limit on the number of times a ULTS customer may pay the ULTS conversion charge to change the class, type, or grade of service. This discounted charge excludes adding services not covered under the ULTS program.

6. Eligible recipients of this service may have up to twelve months to pay the Utility for the reduced service connection charges (up to $200, excluding a deposit, if required) without interest. The Utility may charge a late-payment fee when Universal Lifeline Telephone Service (ULTS) customers fail to timely remit some or all of the ULTS connection charge under a deferred-payment schedule.

7. Deposits for establishment of service from applicants for new service, as outlined in Cal. P.U.C. Rule No. 7, will not be required of eligible ULTS recipients. The Utility may require a ULTS customer to pay any overdue ULTS rates and charges, or make payment arrangements, before ULTS is reinstated at the same address or at a new address. The Utility may apply toll restriction to a ULTS customer's line when toll charges are not paid and optional services may be discontinued.

8. ULTS shall be subject to the conditions set forth in Cal. P.U.C. Rule No. 11, Discontinuance and Restoration of Service. Unless the customer directs otherwise, a partial payment will be applied towards the local service non-recurring and recurring charges, CPUC Fee, and federal taxes associated with this service.

9. Customers who wish to re-establish ULTS service after removal from the program will be treated as a new customer, subject to the Commission's enrollment and certification process and a Service Order Charge as shown in Rates (2) above. The ULTS discount will not be applied retroactively to the date of removal.

10. The certifying agent will qualify new ULTS customers and verify the continued eligibility of existing ULTS customers.

11. Recipients to Universal Lifeline Telephone Service (ULTS) must notify the Utility of a change in any condition which occurs that would cause the household to no longer qualify for the service or a second ULTS line. Upon receipt of notification, the Utility will change the service to regular tariffed rates for the service furnished. Service connection charges will not apply to the change in service. The three-month limitation to back bill, as set forth in Rule No. 9, is not applicable to this service.

12. Each ULTS customer is subject to the annual verification process.

13. The Utility will annually mail a notification of availability of Universal Lifeline Telephone Service (ULTS) to all residential customers.

COMPETITIVE LOCAL CARRIER

SECTION 3.0: RATE SCHEDULES

Schedule 4: Universal Lifeline Telephone Service (continued)

14. In addition to the rates and conditions specified herein, all rules, regulations, charges, and rates in conjunction with the services furnished elsewhere in the tariffs are also applicable to the service provided under this schedule.

15. Optional services and equipment are not included in ULTS rates, but will be provided to ULTS customers at applicable tariffed rates and charges. Non-ULTS lines will be available to ULTS customers at the applicable regular tariffed rates and charges.

16. ULTS rates shall be applied to each monthly statement for the months this service is furnished and shall apply only for the duration of this service.

No. 3. Rates and Charges

All monthly rates will be rounded to the next lower one-cent ($0.01).

(A) Basic Exchange Service

Basic Rate:	$5.35

(B) Service Charge

Initial service installation of a primary access line for qualified ULTS Customers will be charged at the rate below, subject to limitations as set forth in this Rule.

ULTS Service

First installation within a 12-month period	$10.00
Each subsequent installation - within the same 12-month period at a principal place of residence with a different address from the first installation	$16.50

(C) ULTS Measured Rate Usage Charges

Service is provided with an allowance of 60 untimed local calls. Local messages over this designated allowance are provided at the following rate.

61 and over	$0.08 per message

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 1. Disconnection Notice

Date:
Customer Name
Address
City, State zip
Account #
Total Balance Due: XXX.XX

Notice of Discontinuation of Service

Dear (Customers Name):

We are writing to you in regard to the telephone account in the name of (CUSTOMER NAME) at the address (CUSTOMER ADDRESS). This account is now delinquent in the amount of (AMOUNT). This is to advise you that the telephone service at this address will be discontinued unless payment, or arrangements for payment, of the amount due is made within seven (7) days of the date of this letter.

If you have any dispute as to the correct amount of you bill, you may request that Peerless Network (the "Company') conduct an investigation and review the disputed amount. This request must be made in writing to Peerless Network, 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606. Attn: Collection Department. In order to avoid discontinuation of your telephone service while the Company investigates the disputed amount, you must make the request within (7) days of this letter. The request to investigate a disputed portion of your bill must also contain a payment of the undisputed portion of the bill, or the Company will terminate your service. The Company will not discontinue your service for failure to pay for unregulated competitive services.

If there is still a disagreement following the Company's investigation and review, you may appeal the Company's determination to the Consumers Affairs Branch of the California Public Utilities Commission ("CAB"). To avoid disconnection, you must submit claim and, if the bill is not paid, deposit the amount in dispute with the CAB within seven (7) calendar days after the date the Company has notified you that the investigation and review has been completed and that such deposit must be made or the service will be interrupted. The address for the CAB is State Building, 107 South Broadway, Los Angeles, CA 90012, and the telephone number is (800) 649-7570.

If you are unable to pay amount due in full at the time, you make a request that the Company agree to a deferred payment agreement. You may obtain information concerning a deferred payment agreement, and request that arrangements be instituted for a deferral payment agreement, by calling our Customer Service Department at 1-888-380-2721 during the Company's regular business hours Monday through Friday from 8 AM to 7 PM.

Sincerely,

Customer Service Department

1-888-380-2721
Monday through Friday
7:00 AM to 7:00 PM Pacific Standard Time

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 2. Past Due Notice

Date:
Customer Name
Address
City, State zip
Account #

Past Due Notice

Dear (Customers Name):

Our records show that your account is past due in excess of XXX days. The intent of Peerless Network is to assist our customers in meeting their telephone service needs. We would like to offer you assistance with payment options. Please contact us at 888-380-2721 to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by month, date, year then we will have to disconnect your service. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

Sincerely,

Customer Service Department

1-888-380-2721
Monday through Friday
7:00 AM to 7:00 PM Pacific Standard Time

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 3. Return Check Charge

Date:
Customer Name
Address
City, State zip
Account #

Re: Returned Check

Dear (Customers Name):

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A return check charge of $XX.XX will be applied to your account along with your previous balance.

Please contact us at 888-380-2721 and make arrangements to pay your bill in full.

Sincerely,

Customer Service Department

1-888-380-2721
Monday through Friday
7:00 AM to 7:00 PM Pacific Standard Time

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 4. Deposit Receipt

Date:
Customer Name
Address
City, State zip
Account #

Re: Deposit Receipt

Dear (Customers Name):

We have received your deposit in the amount of (DEPOSIT AMOUNT).

The deposit, less the amount of any unpaid bills for service furnished by Peerless Network shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two (2) notices of discontinuance of service for nonpayment of bills in a 12-month period.

If you need to speak to a Representative, please call 1-888-380-2721.

Thank you for choosing PEERLESS NETWORK OF CALIFORNIA, LLC.

Sincerely,

Billing Department

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 5 Consolidated Order Form

Customer Information Form

peerless network - connections made easy

Today's Date	
Customer Name	
Account Number	

Customer Information

Invoicing Address	
Attention Line	
City, State and Zip	
Billing Contact	
Phone Number	
Email Address	
Billing Records Address	
Attention Line	
City, State and Zip	
Translation Contact	
Phone Number	
Email Address	
Update Format Instructions	

Service Contact Information

Primary Contact	
Phone Number	
Email Address	
Secondary Contact	
Phone Number	
Email Address	
Primary NOC Contact	
NOC Number	
NOC Email	
Test & Turn Up	
Phone Number	
Email Address	

Switch /Service Location Information

Switch Address		Switch Type	
		CLLI	
Suite/Flr		Point Code	
City, State and Zip		SS7 Provider	
Additional Switch Information		NPA/NXX	CICs
		OCN	
Switch able to route advance on SS7 cause code 34?		Test Numbers	

EMI Record Delivery

EMI file posted to FTP Server? Yes ☐ No ☐ Static IP Address

Special Instructions

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 5 Consolidated Order Form Continued

DID Request Form

Today's Date		***Account Number***	
Customer Name		***Sales Representative***	

Order Information

Please indicate the quantity of DIDs requested for each NPA/NXX listed below.

LATA	NPA	NXX	Available	Rate Center	Quantity	Requested Destination IP
132	516	453	Y	NASSAUZN01		
132	646	558	Y	NWYRCYZN01		
132	914	339	Y	WSCHSTZN01		
132	917	398	Y	NWYRCYZN02		
132	917	793	Y	NWYRCYZN04		
222	856	295	Y	CAMDEN		
228	215	383	Y	PHLDLPHZN1		
228	484	589	Y	PHPHSBZN10		
358	224	649	Y	NORTHBROOK		
358	312	878	Y	CHICGOZN01		
358	630	869	Y	DOWNERSGRV		
358	773	897	Y	CHICGOZN02		
358	773	945	Y	CHICGOZN05		
520	314	627	Y	ST LOUIS		
520	618	551	Y	COLLINSVL		

COMPETITIVE LOCAL CARRIER

SECTION 4.0: SAMPLE FORMS

No. 5 Consolidated Order Form Continued

Number Portability Form

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Today's Date		***Account Number***	
Customer Name		***Sales Representative***	

Order Information

Order Type	New		
Desired Due Date	or Earliest Possible? ☐		
Desired Time	CST/CDT	Coordinated Hot Cut	
Trunk Group		Quantity of Numbers	
Port from Carrier		Full or Partial Port	

Customer/End User Information

Customer/End User Name as it appears on invoice/CSR			
Service Address			
Room/Floor		Building	
City, State and Zip Code			
LOA Signed By		Date	
Current Account Number			

Wireless to Wireline Porting? ☐

LEC Main BTN	New LEC BTN

Ported Numbers	Ported Numbers	Ported Numbers	Ported Numbers	Ported Numbers

To add additional numbers, please attach additional worksheets to this form.

Disconnect Numbers	Disconnect Numbers	Disconnect Numbers	Disconnect Numbers	Disconnect Numbers

Comments