

BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

Schedule Cal. P.U.C. CLC 1-T
Original Cal. P.U.C. Title Sheet

Competitive Local Carrier Tariff

Tariff Schedules
Applicable to
California Local Exchange
Telephone Services
of
BCN Telecom, Inc.
U-6641-C

Advice Letter No. 6
Decision No. 04-12-013

Issued by
William Mulcahy
Name
Chief Operating Officer
Title

Date Filed: December 9, 2004
Effective: December 10, 2004
Resolution No.:

BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

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

Competitive Local Carrier Tariff

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

1. Schedule CLC 1-T (Preliminary Statement, Rates and Charges)			
<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	29	Original
i	Original	30	Original
ii	Original	31	Original
iii	Original	32	Original
iv	Original	33	Original
v	Original	34	Original
vi	Original	35	Original
vii	Original	36	Original
viii	Original	37	Original
1	Original	38	Original
2	Original	39	Original
3	Original	40	Original
4	Original	41	Original
5	Original	42	Original
6	Original	43	Original
7	Original	44	Original
8	Original	45	Original
9	Original	46	Original
10	Original	47	Original
11	Original	48	Original
12	Original	49	Original
13	Original	50	Original
14	Original	51	Original
15	Original	52	Original
16	Original	53	Original
17	Original	54	Original
18	Original	55	Original
19	Original	56	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

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

Competitive Local Carrier Tariff

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

2. Schedule CLC 2-T (Rules, Forms)

<u>Sheet</u>	<u>Sheet</u>	<u>Revision</u>	<u>Revision</u>
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2	39	Original	Original
3	40	Original	Original
4	41	Original	Original
5	42	Original	Original
6	43	Original	Original
7	44	Original	Original
8	45	Original	Original
9	46	Original	Original
10	47	Original	Original
11		Original	
12		Original	
13		Original	
14		Original	
15		Original	
16		Original	
17		Original	
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32		Original	
33		Original	
34		Original	
35		Original	
36		Original	
37		Original	

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

Competitive Local Carrier Tariff
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Competitive Local Carrier Tariff

PRELIMINARY STATEMENT

BCN Telecom, Inc. has been granted authority by the California Public Utilities Commission to provide local exchange, interLATA, and non-local exchange intraLATA services within the State of California. This tariff schedule contains effective rates and rules together with the information relating to and applicable to intrastate local exchange services provided by the Company in California, including service area descriptions. The Company's effective rates and rules for intrastate interLATA and intraLATA services, other than local exchange service, are specified in a separate tariff schedule filed with the California Public Utilities Commission.

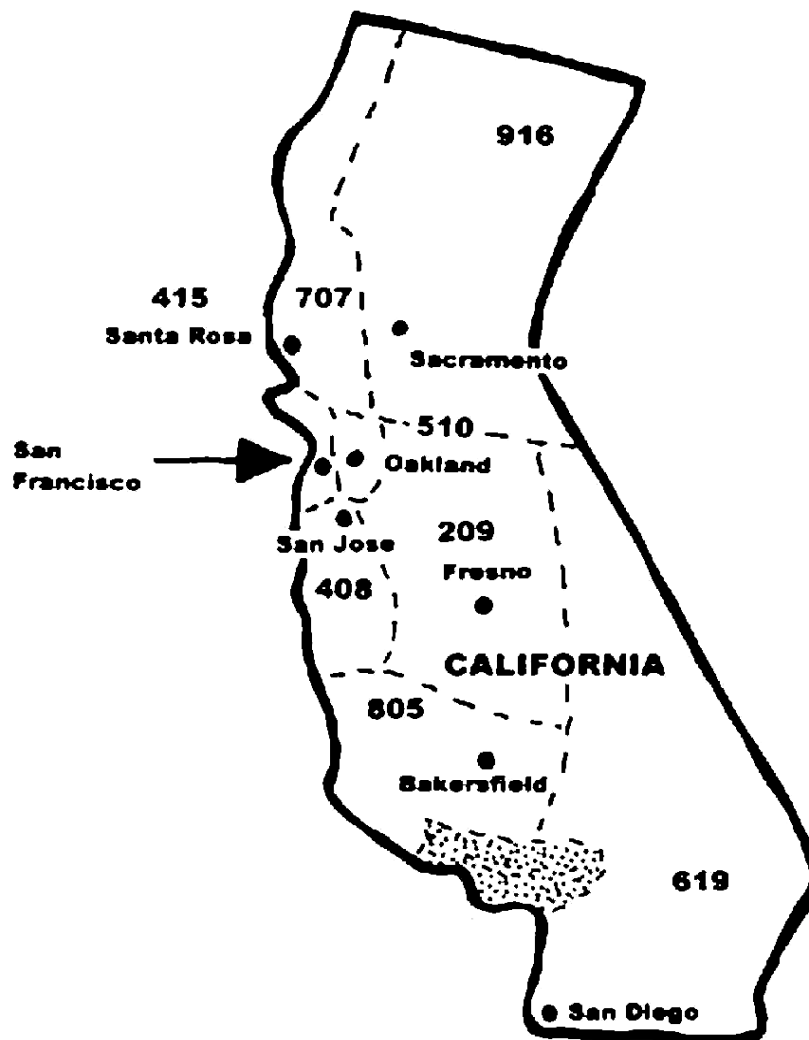
- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text,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

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Competitive Local Carrier Tariff

SERVICE AREA MAP

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



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Competitive Local Carrier Tariff

RATES AND CHARGES

I. Basic Business Service - Pacific Bell Service Area

A. Applicability

These rates are applicable to measured single line local exchange business service.

B. Territory

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

C. Rates

- | | | |
|----|--|----------|
| 1. | Service Establishment
To process an order for service
(per line, per order): | \$70.75* |
| 2. | Service Charge ¹
(per line, per month): | \$10.32* |

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

3.	Usage Rates for Calls Between Points in Subscriber's Local Calling Area (per minute):		
		Local Exchange	
(a)	<u>Day</u>	<u>Zone 1&2</u>	<u>Zone 3</u>
	First minute ^{2,3}	\$0.0333*	\$0.0808*
	Additional minute ^{2,3}	\$0.0105*	\$0.0181*
(b)	<u>Evening</u>		
	First minute ^{2,3}	\$0.0233*	\$0.0565*
	Additional minute ^{2,3}	\$0.0073*	\$0.0126*
(c)	<u>Night and Weekend</u>		
	First minute ^{2,3}	\$0.0133*	\$0.0323*
	Additional minutes ^{2,3}	\$0.0042*	\$0.0072*
4.	Hunting Service Charge (Per line arranged for hunting, per month):		\$0.50*

¹ Applies to all exchanges except as shown in Section I.D.3.

² Or portion thereof.

³ Fractional amounts are rounded to the nearest cent.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

I. Basic Business Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions

1. Where the Subscriber's existing Pacific Bell Service is transferred to Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$7.00* per line.

2. Day, Evening, Night, and Weekend rates are applied as follows:

<u>Monday - Friday</u>	<u>Rate Period</u>
8:00 A.M. to 5:00 P.M.	Day
5:00 P.M. to 11:00 P.M.	Evening
11:00 P.M. to 8:00 A.M.	Night

<u>Saturday - Sunday</u>	
All hours	Weekend

Where a call begins in one rate period and extends into another, usage charges for each minute will be assessed based on the rate period in which the usage occurs. Usage during legal holidays will be charged at Weekend rates.

3. Service Charges for Indicated Exchanges
Service charges for service in the following exchanges shall be as shown below (per line, per month):⁴

⁴ All other charges shown in Section I.C. apply

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

I. Basic Business Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. Service Charges for Indicated Exchanges (cont'd)

Exchange

Arroyo Grande	\$13.07*
Arvin	\$18.33*
Bakersfield - Main & S.DA	\$11.52*
Big Butte	\$19.82*
Blue Lake	\$12.92*
Booneville	\$14.33*
Boulder Creek	\$14.33*
Bradley	\$16.67*
Brawley	\$12.92*
Brawley - Glamis RIA	\$14.01*
Burrell	\$19.82*
Carmel	\$11.61*
Carmel Valley	\$17.07*
Caruthers	\$14.33*
Cayucos	\$16.67*
Cottonwood	\$14.33*
Dunnigan	\$16.67*
Edwards	\$16.67*
El Centro	\$11.77*
Esparto	\$14.33*
Eureka	\$13.92*
Fortuna	\$13.07*
French Gulch	\$14.33*
Fresno	\$10.92*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

I. Basic Business Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. Service Charges for Indicated Exchanges (cont'd)

Exchange

Gazelle	\$16.67*
Gonzales	\$16.67*
Gualala	\$12.27*
Healdsburg	\$14.33*
Hopland	\$15.53*
Hornbrook	\$14.33*
Hydesville	\$16.67*
Jackson	\$11.61*
King City	\$11.02*
Le Grand	\$14.33*
Los Molinos	\$14.33*
Marysville	\$13.22*
Mendota	\$15.53*
Merced	\$10.92*
Meridian	\$16.67*
Monterey	\$10.92*
North Yuba	\$19.82*
Ocotillo	\$16.67*
Palm Dale - Agua Dulce DA	\$14.33*
Paskenta	\$16.67*
Pauma Valley	\$16.67*
Petaluma - Swift DA	\$14.33*
Point Arena	\$12.42*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

I. Basic Business Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. Service Charges for Indicated Exchanges (cont'd)

Exchange

Potter Valley	\$14.33*
Red Bluff	\$10.92*
Redding	\$12.42*
Rio Dell	\$19.82*
Riverdale	\$19.82*
Salinas	\$11.02*
San Ardo	\$16.67*
San Luis Obispo	\$11.61*
Santa Cruz	\$10.92*
Santa Rosa	\$11.52*
Selma	\$14.33*
Shasta Lake	\$19.82*
Smartsville	\$16.67*
Tomales	\$14.33*
Trinidad	\$22.61*
Turlock	\$13.07*
Ukiah	\$11.33*
Visalia	\$10.92*
Waterford - Main DA	\$14.33*
Watsonville	\$13.07*
Wheatland	\$14.33*
Woodlake	\$14.33*
Yreka	\$11.61*

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Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

II. Basic Business Service - Verizon California Service Area

A. Applicability

These rates are applicable to measured single line local exchange business service.

B. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon California's current and defined in Verizon California's current and effective tariffs on file with the California Public Utilities Commission.

C. Rates

1. Service Establishment
To process an order for service:
(first line, per order) \$49.57*
(each additional line in same order) \$27.49*
2. Service Charge
(per line, per month): \$19.22*
3. Usage Rates for Calls Between Points in
Subscriber's Local Calling Area (per minute):
Local Exchange
(a)

<u>Day</u>	<u>Zone 1&2</u>	<u>Zone 3</u>
First minute ^{1,2}	\$0.040*	\$0.0808*
Additional minutes ^{1,2}	\$0.010*	\$0.0181*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

(b)	<u>Evening</u>			
	First minute ^{1,2}	\$0.028*	\$0.0565*	
		\$0.007*	\$0.0126*	Additional minute ^{1,2}
(c)	<u>Night and Weekend</u>			
		\$0.016*	\$0.0323*	First minute ^{1,2}
		\$0.004*	\$0.0072*	Additional minutes ^{1,2}
4.	Hunting Service Charge (Per line arranged for hunting, per month):		\$1.50*	

¹ Or portion thereof.

² Fractional amounts are rounded to the nearest cent.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

II. Basic Business Service - Verizon California Service Area (cont'd)

D. Special Terms and Conditions

1. Where the Subscriber's existing Verizon California service is transferred to Company without change in the class or type of service or features, the initial service establishment fee for accompanying such transfer will be \$34.00* per line.
2. Day, Evening, Night, and Weekend rates are applied as follows:

<u>Monday - Friday</u>	<u>Rate Period</u>
8:00 A.M. to 5:00 P.M.	Day
5:00 P.M. to 11:00 P.M.	Evening
11:00 P.M. to 8:00 A.M.	Night
 <u>Saturday - Sunday</u>	
All hours	Weekend

Where a call begins in one rate period and extends into another, usage charges for each minute will be assessed based on the rate period in which the usage occurs. Usage during legal holidays will be charged at Weekend rates.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

III. Residential Measured Service - Pacific Bell Service Area

A. Applicability

These rates are applicable to measured single line local exchange residential service.

B. Territory

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

C. Rates

- | | | |
|-----|--|-----------------------------------|
| 1. | Service Establishment
To process an order for service:
(per line, per order) | \$34.75* |
| 2. | Service Charge ¹
(per line, per month): | \$6.00* |
| 3. | Usage Rates for Calls Between Points in
Subscriber's Local Calling Area (per minute) ¹ : | |
| | | Local Exchange |
| (a) | <u>Day</u> | <u>Zone 1&2</u> <u>Zone 3</u> |
| | First minute ^{3,4} | \$0.0333* \$0.0808* |
| | Additional minute ^{2,3} | \$0.0105* \$0.0181* |
| (b) | <u>Evening</u> | |
| | First minute ^{3,4} | \$0.0233* \$0.0565* |
| | Additional minute ^{3,4} | \$0.0073* \$0.0126* |

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

(c)	<u>Night and Weekend</u>		
	First minute ^{3,4}	\$0.0133*	\$0.0323*
	Additional minutes ^{3,4}	\$0.0042*	\$0.0072*

¹ Applies to all exchanges except as shown in Section I.D.3.

² Usage charges are subject to an allowance of up to \$3.00* per month. There is no carry over of any unused portion of such allowance from one month to the next.

³ Or portion thereof.

⁴ Fractional amounts are rounded to the nearest cent.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

III. Measured Residential Service - Pacific Bell Service Area (cont'd)

C. Rates (cont'd)

4. Hunting Service Charge
(Per line arranged for hunting, per month): \$0.50*

D. Special Terms and Conditions

1. Where the Subscriber's existing Pacific Bell service is transferred to Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$5.00* per line.

2. Day, Evening, Night, and Weekend rates are applied as follows:

<u>Monday - Friday</u>	<u>Rate Period</u>
8:00 A.M. to 5:00 P.M.	Day
5:00 P.M. to 11:00 P.M.	Evening
11:00 P.M. to 8:00 A.M.	Night
<u>Saturday - Sunday</u>	
All hours	Weekend

Where a call begins in one rate period and extends into another, usage charges for each minute will be assessed based on the rate period in which the usage occurs. Usage during legal holidays will be charged at Weekend rates.

3. Service Charges for Indicated Exchanges

Service charges for service in the following exchanges shall be as shown below (per line, per month):⁵

⁵ All other charges shown in Section III.C. apply

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

III. Measured Residential Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. Service Charges for Indicated Exchanges (cont'd)

Exchange

Arroyo Grande	\$6.88*
Arvin	\$8.49*
Big Butte	\$8.90*
Blue Lake	\$6.83*
Booneville	\$7.24*
Boulder Creek	\$7.24*
Bradley	\$7.93*
Brawley	\$6.83*
Burrell	\$8.90*
Carmel	\$6.37*
Carmel Valley	\$8.12*
Caruthers	\$7.24*
Cayucos	\$7.93*
Cottonwood	\$7.24*
Dunnigan	\$7.93*
Edwards	\$7.93*
El Centro	\$6.41*
Esparto	\$7.24*
Eureka	\$6.37*
Fortuna	\$6.88*
French Gulch	\$7.24*
Gazelle	\$7.93*
Gonzales	\$7.93*
Gualala	\$6.60*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

III. Measured Residential Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. Service Charges for Indicated Exchanges (cont'd)

Exchange

Healdsburg	\$7.24*
Hopland	\$8.17*
Hornbrook	\$7.24*
Hydesville	\$7.93*
Jackson	\$6.37*
Le Grand	\$7.24*
Los Molinos	\$7.24*
Mendota	\$8.17*
Meridian	\$7.93*
North Yuba	\$8.90*
Ocotillo	\$7.93*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

III. Measured Residential Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. Service Charges for Indicated Exchanges (cont'd)

Exchange

Palm Dale - Agua Dulce DA	\$7.24*
Paskenta	\$7.93*
Pauma Valley	\$7.93*
Petaluma - Swift DA	\$7.24*
Point Arena	\$6.64*
Potter Valley	\$7.24*
Rio Dell	\$8.90*
Riverdale	\$8.90*
San Ardo	\$7.93*
San Luis Obispo	\$6.37*
Selma	\$7.24*
Shasta Lake	\$8.90*
Smartsville	\$7.93*
Tomales	\$7.24*
Trinidad	\$9.78*
Turlock	\$6.88*
Waterford - Main DA	\$7.24*
Watsonville	\$6.88*
Wheatland	\$7.24*
Woodlake	\$7.24*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

IV. Residential Measured Service - Verizon California Service Area

A. Applicability

These rates are applicable to measured single line local exchange residential service.

B. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon California's current and effective tariffs on file with the California Public Utilities Commission.

C. Rates

1. Service Establishment
 To process an order for service:
 (first line, per order) \$23.00*
 (each additional line in the same order) \$17.25*

2. Service Charge
 (per line, per month): \$10.00*

3. Usage Rates for Calls Between Points in
 Subscriber's Local Calling Area (per minute):¹

		Local Exchange	
(a)	<u>Day</u>	<u>Zone 1&2</u>	<u>Zone 3</u>
	First minute ^{2,3}	\$0.040*	\$0.0808*
	Additional minutes ^{2,3}	\$0.010*	\$0.0181*
(b)	<u>Evening</u>		
	First minute ^{2,3}	\$0.028*	\$0.0565*
	Additional minutes ^{2,3}	\$0.007*	\$0.0126*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

(c)	<u>Night and Weekend</u>		
	First minute ^{2,3}	\$0.016*	\$0.0323*
	Additional minutes ^{2,3}	\$0.004*	\$0.0072*

¹ Usage charges are subject to an allowance of up to \$3.00* per month. There is no carry over of any unused portion of such allowance from one month to the next.

² Or portion thereof.

³ Fractional amounts are rounded to the nearest cent.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

IV. Residential Measured Service - Verizon California Service Area (cont'd)

C. Rates (cont'd)

4. Hunting Service Charge
(Per line arranged for hunting, per month): \$1.50*

D. Special Terms and Conditions

1. Where the Subscriber's existing Verizon California service is transferred to Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$17.25* per line.

2. Day, Evening, Night, and Weekend rates are applied as follows:

<u>Monday - Friday</u>	<u>Rate Period</u>
8:00 A.M. to 5:00 P.M.	Day
5:00 P.M. to 11:00 P.M.	Evening
11:00 P.M. to 8:00 A.M.	Night
<u>Saturday - Sunday</u>	
All hours	Weekend

Where a call begins in one rate period and extends into another, usage charges for each minute will be assessed based on the rate period in which the usage occurs. Usage during legal holidays will be charged at Weekend rates.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

V. Residential Flat Rate Service - Pacific Bell Service Area

A. Applicability

These rates are applicable to flat rate single line local exchange residential service.

B. Territory

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

C. Rates

1. Service Establishment¹
To process an order for service
(per line, per order): \$34.75*
2. Service Charge²
(per line, per month): \$11.25*
3. Usage rates for calls to points in zone 3 of the
Subscriber's local calling area (per minute):³
 - (a) Day
First minute^{3,4} \$0.0808*
Additional minute^{2,3} \$0.0181*
 - (b) Evening
First minute^{3,4} \$0.0565*
Additional minute^{3,4} \$0.0126*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

(c)	<u>Night and Weekend</u>	
	First minute ^{3,4}	\$0.0323*
	Additional minutes ^{3,4}	\$0.0072*
4.	Hunting Service Charge	
	(Per line arranged for hunting, per month):	\$0.50*

¹ Applies to all exchanges except as shown in section V.D.2.

² Includes Unlimited Calling Between Points within zones 1 & 2 of Subscriber's Local Calling Area.

³ Or portion thereof.

⁴ Fractional amounts are rounded to the nearest cent.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

V. Residential Flat Rate Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions

1. Where the Subscriber's existing Pacific Bell service is transferred to Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$5.00* per line.

2. Service Charges for Indicated Exchanges
Service charges for service in the following exchanges shall be as shown below (per line, per month):³

³ All other charges shown in section V.C. apply.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

V. Residential Flat Rate Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

2. Service Charges for Indicated Exchanges (cont'd)

Exchange

Arroyo Grande	\$12.13*
Arvin	\$13.74*
Big Butte	\$14.16*
Blue Lake	\$12.09*
Booneville	\$12.50*
Boulder Creek	\$12.50*
Bradley	\$13.19*
Brawley	\$12.09*
Brawley - Glamis RIA	\$11.38*
Burrell	\$14.16*
Carmel	\$11.62*
Carmel Valley	\$13.38*
Caruthers	\$12.50*
Cayucos	\$13.19*
Cottonwood	\$12.50*
Dunnigan	\$13.19*
Edwards	\$13.19*
El Centro	\$11.67*
Esparto	\$12.50*
Eureka	\$11.62*
Fortuna	\$12.13*
French Gulch	\$12.50*
Gazelle	\$13.19*
Gonzales	\$13.19*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

V. Residential Flat Rate Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

2. Service Charges for Indicated Exchanges (cont'd)

Exchange

Gualala	\$11.86*
Healdsburg	\$12.50*
Hopland	\$12.50*
Hornbrook	\$12.50*
Hydesville	\$13.19*
Jackson	\$11.62*
Le Grand	\$12.50*
Los Molinos	\$12.50*
Meridian	\$13.19*
North Yuba	\$14.16*
Ocotillo	\$13.19*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

V. Residential Flat Rate Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

2. Service Charges for Indicated Exchanges (cont'd)

Exchange

Palm Dale - Agua Dulce DA	\$12.50*
Paskenta	\$13.19*
Pauma Valley	\$13.19*
Petaluma - Swift DA	\$12.50*
Point Arena	\$11.90*
Potter Valley	\$12.50*
Rio Dell	\$14.16*
Riverdale	\$14.16*
San Ardo	\$13.19*
San Luis Obispo	\$11.62*
Selma	\$12.50*
Shasta Lake	\$14.16*
Smartsville	\$13.19*
Tomales	\$12.50*
Trinidad	\$15.06*
Turlock	\$12.13*
Waterford - Main DA	\$12.50*
Watsonville	\$12.13*
Wheatland	\$12.50*
Woodlake	\$12.50*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VI. Residential Flat Rate Service - Verizon California Service Area

A. Applicability

These rates are applicable to flat rate single line local exchange residential service.

B. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon California's current and effective tariffs on file with the California Public Utilities Commission.

C. Rates

1. Service Establishment
To process an order for service:
(first line, per order) \$23.00*
(each additional line in same order) \$17.25*
2. Service Charge¹
(per line, per month): \$17.25*
3. Usage rates for calls to points in zone 3 of the
Subscriber's local calling area (per minute):²
 - (a) Day
First minute^{2,3} \$0.0808*
Additional minute^{2,3} \$0.0181*
 - (b) Evening
First minute^{2,3} \$0.0565*
Additional minute^{2,3} \$0.0126*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

(c)	<u>Night and Weekend</u>	
	First minute ^{2,3}	\$0.0323*
	Additional minute ^{2,3}	\$0.0072*
4.	Hunting Service Charge	
	(Per line arranged for hunting, per month):	\$1.50*

¹ Includes Unlimited Calling Between Points within zones 1 & 2 of Subscriber's Local Calling Area.

² Or portion thereof.

³ Fractional amounts are rounded to the nearest cent.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VI. Residential Flat Rate Service - Verizon California Service Area (cont'd)

D. Special Terms and Conditions

1. Where the Subscriber's existing Verizon California service is transferred to Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$17.25* per line.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VII. Residential Lifeline Service - Pacific Bell Service Area

A. Applicability

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

B. Territory

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

C. Rates

- | | | |
|----|---|----------|
| 1. | Service Establishment
To process an order for service
(per line, per order): ¹ | \$9.50* |
| 2. | Flat Rate Service Charge ²
(per line, per month): | \$ 5.34* |
| 3. | Measured Rate Service Charge ³
(per line, per month): | \$ 2.85* |

¹ Lifeline rate applies to only one service establishment order per 12-month period.

² Includes Unlimited Calling Between Points in Subscriber's Local Calling Area.

³ Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VII. Residential Lifeline Service - Pacific Bell Service Area (cont'd)

C. Rates (cont'd)

3. Measured Rate Service Usage Rates for Calls Between Points in
Subscriber's Local Calling Area Over 60 Call Monthly Allowance (per
message):

Each message	\$0.08*
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Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VII. Residential Lifeline Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions

1. Lifeline service is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, flat, apartment, or other dwelling place that is occupied by the Subscriber's family that functions, or individuals who along with the Subscriber function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for Lifeline service.
2. The principal residence of a Subscriber to Lifeline service must not be served by more than one local exchange telephone line.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VII. Residential Lifeline Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. The Subscriber's total household income for the fiscal year in which Lifeline service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the following limits:

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$20,100
3	\$23,700
4	\$28,400
Each Additional Member	\$ 4,700

No person who is claimed as a dependent on another person's income tax return is eligible for Lifeline service. The Subscriber's total household income is subject to verification by the California Public Utilities Commission or by the Company.

4. Subscribers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline Subscribers annually and at any other time the eligibility criteria change. In the event the Company does not receive a Subscriber's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the Subscriber's service will be changed to Basic Residential Measured Service (for Subscribers to measured service) or to Residential Flat Rate Service (for subscribers to flat rate service). In such case, no change charge will apply.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VII. Residential Lifeline Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

5. No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VIII. Residential Lifeline Service - Verizon California Service Area

A. Applicability

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

B. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon California's current and effective tariffs on file with the California Public Utilities Commission.

C. Rates

- | | | |
|----|---|----------|
| 1. | Service Establishment
To process an order for service
(per line, per order): ¹ | \$9.50* |
| 2. | Flat Rate Service Charge ²
(per line, per month): | \$ 5.34* |
| 3. | Measured Rate Service Charge ³
(per line, per month): | \$ 2.85* |

¹ Lifeline rate applies to only one service establishment order per 12 month period.

² Includes Unlimited Calling Between Points in Subscriber's Local Calling Area.

³ Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VIII. Residential Lifeline Service - Verizon California Service Area (cont'd)

C. Rates (cont'd)

3. Measured Rate Service Usage Rates for Calls Between Points in
Subscriber's Local Calling Area Over 60 Call Monthly Allowance (per
message):

Each message	\$0.08*
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Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VIII. Residential Lifeline Service - Verizon California Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

1. Lifeline service is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, flat, apartment, or other dwelling place that is occupied by the Subscriber's family that functions, or individuals who along with the Subscriber function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for Lifeline service.
2. The principal residence of a Subscriber to Lifeline service must not be served by more than one local exchange telephone line.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VIII. Residential Lifeline Service - Verizon California Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

3. The Subscriber's total household income for the fiscal year in which Lifeline service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the following limits:

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$20,100
3	\$23,700
4	\$28,400
Each Additional Member	\$ 4,700

No person who is claimed as a dependent on another person's income tax return is eligible for Lifeline service. The Subscriber's total household income is subject to verification by the California Public Utilities Commission or by the Company.

4. Subscribers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline Subscribers annually and at any other time the eligibility criteria change. In the event the Company does not receive a Subscriber's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the Subscriber's service will be changed to Basic Residential Measured Service (for Subscribers to measured service) or to Residential Flat Rate Service (for subscribers to flat rate service). In such case, no change charge will apply.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

VIII. Residential Lifeline Service - Verizon California Service Area (cont'd)

D. Special Terms and Conditions (cont'd)

5. No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a restoration charge, and to pay a deposit before service is restored.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

IX. PBX Trunk Service - Pacific Bell Service Area

A. Applicability

These rates are applicable to business basic¹ and assured² PBX trunk services.

B. Territory

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

C. Rates

1. Service Establishment
To process an order for service
(per trunk line, per order):

Basic trunk	\$70.75*
Assured trunk	\$85.00*

2. Service Charge
(per trunk line, per month):

Basic trunk	\$10.90*
Assured trunk	\$12.86*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

3. Usage:
Basic Business Service usage rates apply.
4. Hunting Service Charge
(Per trunk line arranged for hunting, per month): \$ 0.50*

¹ Transmission loss will not exceed 8.0db as referenced to 0.0dBm signal source (1 milliwatt at 1000 Hz and 900 ohms impedance).

² Transmission loss will not exceed 5.5 db as referenced to 0.0dBm signal source (1 milliwatt at 1000 Hz and 900 ohms impedance).

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

IX. PBX Trunk Service - Pacific Bell Service Area (cont'd)

[reserved]

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

X. PBX Trunk Service - Verizon California Service Area

A. Applicability

These rates are applicable to business PBX trunk services.

B. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon California's current and effective tariffs on file with the California Public Utilities Commission.

C. Rates

1. Service Establishment
To process an order for service:
(first trunk line, per order): \$50.00*
(each additional trunk line in same order) \$27.49*
2. Service Charge
(per trunk line, per month): \$24.05*
3. Usage:

Basic Business Service usage rates apply.
4. Hunting Service Charge
(Per trunk line arranged for hunting, per month): \$ 1.50*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

IX. PBX Trunk Service - Verizon California Service Area (cont'd)

[reserved]

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

XI. Direct Inward Dialing Service - Pacific Bell Service Area

A. Applicability

These rates are applicable to direct inward dialing service to PBX systems.

B. Territory

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

C. Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
First 200 DID numbers (per each 100 numbers in same trunk group):	\$400.00*	\$45.00*
Additional DID numbers (per each 100 numbers in same trunk group):	\$ 70.00*	\$45.00*
Circuit termination (per trunk in each trunk group)		\$ 8.00*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

XI. Direct Inward Dialing Service - Pacific Bell Service Area (cont'd)

D. Special Terms and Conditions

1. DID service must be provided on all lines in each trunk group arranged for inward service. Each DID trunk group will be considered a separate service. If non-DID trunks are furnished, they must be in a separate trunk group from the DID service trunks.
2. PBX Trunk Service, provided in accordance with this tariff, is required in sufficient quantities to meet traffic demands. Charges for such service are in addition to charges for DID service.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

XII. Direct Inward Dialing Service - Verizon California Service Area

A. Applicability

These rates are applicable to direct inward dialing service to PBX systems.

B. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon California's current and effective tariffs on file with the California Public Utilities Commission.

C. Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Block of 20 DID numbers	\$160.20*	\$ 66.00*
Block of 40 DID numbers	\$176.20*	\$132.00*
First Block of 100 DID numbers ¹	\$440.00*	\$330.00*
Add'l. Block of 100 DID numbers ²	\$160.20*	\$330.00*

¹ Subject to 36-month minimum service period. Early termination subject to basic termination charge of \$6,500* X 36 for each month of service less than 36.

² Subject to 36-month minimum service period. Early termination subject to basic termination charge of \$1,500* X 36 for each month of service less than 36.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

XII. Direct Inward Dialing Service - Verizon California Service Area (cont'd)

D. Special Terms and Conditions

1. DID service must be provided on all lines in each trunk group arranged for inward service. Each DID trunk group will be considered a separate service. If non-DID trunks are furnished, they must be in a separate trunk group from the DID service trunks.

2. PBX Trunk Service, provided in accordance with this tariff, is required in sufficient quantities to meet traffic demands. Charges for such services are in addition to charges for DID service.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)
MISCELLANEOUS

I. Changes, Service Restoration - Pacific Bell Service Area

	<u>Charge</u>
A. To change class, type, or grade of service (per line or trunk, per order):	
Residential	\$15.00*
Others	\$30.00*
B. To restore service that has been temporarily suspended or discontinued by the Company (per line or trunk, per order):	
Residential	\$20.00*
Others	\$40.00*

II. Changes, Service Restoration - Verizon California Service Area

A. To change class, type, or grade of service (per line or trunk, per order):	
Residential	\$17.25*
Others	\$34.50*
B. To restore service that has been temporarily suspended or discontinued by the Company (per line or trunk, per order):	
Residential	\$23.00*
Others	\$49.57*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)
MISCELLANEOUS

III. Visit Charges; Special Arrangements

- A. The charges shown below will be assessed if a service problem is determined to be on the Subscriber's side of the demarcation following a request by the Subscriber for service repair (no repairs will be made on the Subscriber's side of the demarcation point).

-Residential	\$45.00*
-Others	\$55.00*

- B. The Company will endeavor to meet Subscribers' requests for special service arrangements not covered by this tariff. Charges for such arrangements will be determined on a case by case basis.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

IV. Directory Listings; Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Subscribers. However, the Company will arrange for Subscribers, other than Subscribers requesting nonpublished service, to be listed in the directories and directory assistance records of Pacific Bell or Verizon California in accordance with their listing service tariff schedules,¹ subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Subscriber, at no charge, one copy of the Pacific Bell or Verizon California white and yellow pages directory applicable to the location at which the Subscriber receives service.

V. Non-Published Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 20 of this tariff.

Non-Published Service Charge (per line, per month):
\$0.30*

¹ See: Pacific Bell Cal. P.U.C. Schedule No. A5.7.1
Verizon California Schedule Cal. P.U.C. No. D-1

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

VI. Custom Calling Services

Custom Calling Features are offered subject to availability from the underlying carrier:

A. Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order.

Delayed Call Forwarding allows the forwarding of incoming calls when the line remains unanswered after a present number of rings. The number of rings and the forwarded number are fixed by the service order.

Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten preselected numbers to another telephone number. The line can be restored to normal operation at any time.

Remote Access Call Forwarding allows the activation and deactivation of the Call Forwarding feature and changes to the forwarded number to number from a location other than where the service is located.

B. Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way call cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is canceled.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

VI. Custom Calling Services (cont'd)

C. Three-Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

D. Priority Ringing

Priority Ringing differentiates incoming calls from up to ten preselected telephone numbers by signaling with a distinctive ringing pattern.

E. Repeat Dialing

Repeat Dialing allows calls to be automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.

F. Call Screening

Call Screening allows the automatic blocking of incoming calls from up to ten preselected telephone numbers. The list of number can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

VI. Custom Calling Services (cont'd)

G. Call Return

Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number is not delivered or announced to the call recipient.

The following monthly rates are in addition to the rates and charges for the associated service.

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Call Forwarding:		
Busy Call Forwarding:		
- each residential line	\$5.00*	\$3.50*
- each business line	\$6.00*	\$4.20*
Delayed Call Forwarding:		
- each residential line	\$5.00*	\$3.50*
- each business line	\$6.00*	\$4.20*
Remote Access Call Forwarding		
- each residential line	n/a	n/a
- each business line	\$6.00*	\$1.50*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

VI. Custom Calling Services (cont'd)

Any change to Busy or Delayed Call Forwarding features			
-	each residential line	\$5.05*	
-	each business line	\$6.00*	
Call Waiting			
-	each residential line	\$5.00*	\$3.50*
-	each business line	\$6.00*	\$4.20*
Three-Way Calling			
Speed Calling (8 Code Capacity)			
-	each residential line	\$5.00*	\$3.50*
-	each business line	\$6.00*	\$4.20*
	Priority Ringing		\$3.00*
	Repeat Dialing		\$3.00*
	Call Screening		\$3.00*
	Call Return		\$3.00*

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

VII. Directory Assistance

Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

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

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

	<u>Charge</u> ¹
Directory Assistance	\$0.35* per call

A credit will be given for calls to Directory Assistance when:

1. the Customer experiences poor transmission or is cut-off during call.
2. the Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA.
3. to receive a credit, the Customer must notify the Company of the problem experienced.

¹ A monthly allowance of 5 calls to Directory Assistance for residential Subscribers and 2 calls to Directory Assistance for business Subscribers per line, per month, will be provided. There is no carry over of any unused portion of the Subscriber's allowance from month to month.

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

MISCELLANEOUS (cont'd)

VIII. 900/976 Blocking

- A. The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

- B. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

- C. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

D. Rates

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
<u>Call Blocking</u>		
Residential	no charge	no charge
Business (per line)	\$15.00*	no charge
<u>Remove Call Blocking</u>		
Residential (per line)	\$5.00*	no charge
Business (per line)	\$5.00*	no charge

Competitive Local Carrier Tariff

RATES AND CHARGES (cont'd)

TAXES AND SURCHARGES

A. Applicable Taxes

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fee set forth below:

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

Competitive Local Carrier Tariff

RULES

Rule 1 - Definitions

A. Definitions

1. Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.
2. Base Rate Area: The term "base rate area" means a closely built up section of an exchange area as shown in the effective and current tariffs of Pacific Bell or Verizon California.
3. Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.
4. Commission: The term "Commission" means the Public Utilities Commission of the State of California.
5. Company: The term "Company" or "Utility" means BCN Telecom, Inc.
6. Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.
7. Hunting Service: The term "Hunting Service" means an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.
8. Legal Holiday: The term "Legal Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 1 - Definitions (cont'd)

A. Definitions (cont'd)

9. Local Calling Area: (a) In the case of local exchanges in Pacific Bell's service territory, the term "Local Calling Area" means either: (i) the Zone 1, Zone 2, and Zone 3 areas of the ZUM rate area in which the Subscriber's premises is located, as shown in Pacific Bell's current and effective tariff; or (ii) in the case of Subscribers not located in a ZUM rate area, the extended service areas in which the Subscriber's premises is located, as shown in Pacific Bell's current and effective tariff.
(b) In the case of local exchanges in Verizon California's Service territory, the term "Local Calling Area" means the local exchange in which the Subscriber's premises is located and the Zone 1, Zone 2, and Zone 3 extended area exchanges for that local exchange as shown in Verizon California's current and effective tariff.
10. Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.
11. Minor Rate Increase: The term "minor rate increase" means an increase that, on a cumulative basis with other increases that took effect within the prior 12 months, is both less than 1% of the Company's total intrastate revenue and less than 5% of the affected service's rates.
12. Major Rate Increase: The term "major rate increase" means an increase that is not a Minor Rate Increase.
13. Non-Published or Unlisted Service: The term "non-published or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.
14. Subscriber: The term "Subscriber" means the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 2 - Description of Service

- A. The Company provides residential and business local exchange telephone services between points within the base rate areas of local exchanges served by Pacific Bell and Verizon California as shown on the Company's maps contained herein or as incorporated by reference herein.
- B. The application of business and residential rates to the services provided the Company is governed by the actual or obvious use made of the service by the Subscriber. If residential service is found to be used largely or principally for business use, business rates will be applied. Residential service will not be provided to a business premises or to portions of residential premises used primarily or largely for business purposes.
- C. The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Pacific Bell and Verizon California¹ filed with the Commission that are current and effective as of the effective date of this tariff sheet.

Rule 3 - Application for Service

- A. Applicant's requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.

¹ See: Pacific Bell Cal. P.U.C. Schedule No. A2.2.1.20
Verizon California Schedule Cal. P.U.C. No. A-9

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 3 - Application for Service (cont'd)

- B. At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs, including, in the case of Applicants for residential service, information regarding the Lifeline service program and its availability as set forth in the Company's tariffs. In addition, Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call information services and that such blocking is free of charge for residential customers.
- C. Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, 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.
- D. In the event the Company accepts an oral request for service, the Company will, within 7 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges that will appear on the customer's bill. The letter will be in the language in which the sale was made.¹
- E. Within 7 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.²
- F. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.

¹ Pursuant to General Order 168, Rules 3d and 3e.

² Pursuant to General Order 168, Rules 3d and 3e.

Competitive Local Carrier Tariff

RULES (cont'd)

- G. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.
- H. 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.
- I. 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 §1722(c) or elsewhere.

Rule 4 - Contracts

Any change in rates or regulations prescribed by the California Public Utilities Commission automatically modifies the terms and regulations of contracts to the extent of such change.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 5 - Special Information Required on Forms

A. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for telephone service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) Network access for interstate calling;

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 5 - Special Information Required on Forms (cont'd)

A. Customer Bills (cont'd)

(7) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

"If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made 'under protest' to the CPUC or payment arrangements acceptable to the Company should be made pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, 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 Tariff

RULES (cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

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

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at any time to determine if a deposit is required.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 7 - Deposits and Advance Payments (cont'd)

A. Deposits: (cont'd)

2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.
3. Nondiscrimination: Deposit requirements will not be 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.
4. Refund or Credit: Upon discontinuance of service or prompt and timely payment of all charges for twelve consecutive billing periods, whichever comes first, the Company will refund the deposit together with any interest due. In the case of discontinuance of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to Subscriber within 30 days after the discontinuance of service. In the case a refund is due after timely payment of the Company's charges, the Company will refund the deposit and interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. 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.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 7 - Deposits and Advance Payments (cont'd)

A. Deposits: (cont'd)

5. Interest: Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. Company shall not collect advance payment for usage.
2. Negotiation of a subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices

A. General

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-B, when issued), the notice must also describe the reason for the proposed change to a rate or charge and state the impact of the change in dollar and percentage terms.
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.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd).

A. General (cont'd.)

3. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice. Notices shall be a legible size and printed in a minimum point size of 10 and are deemed made on date of presentation.
4. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No customer notice is required for minor rate increases or for rate decreases. Subscribers will be advised of optional service plans in writing as they become available. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

If the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

C. Discontinuance of Service

1. Subscribers 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.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd)

C. Discontinuance of Service (cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:

- a. The name and address of the Subscriber.
- b. The amount that is delinquent.
- c. The date when payment or arrangements for payment must be made in order to avoid termination.
- d. The procedure the Subscriber may use to request amortization of the unpaid charges.
- e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
- f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
- g. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries.
- h. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

D. Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd)

E. Privacy

The Company will, in accordance with the provisions below, furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

1. Privacy of Personal Information

The Company is subject to Public Utilities Code section 2891, which prohibits the Company from making any of the following information concerning residential subscribers available to third persons:

(i) personal calling patterns, excluding caller identification information that is passed in accordance with the provisions of Public Utilities Code section 2893 or billing information that federal law or regulation requires the Company to pass to the person who is called by the Subscriber;

(ii) credit or other personal financial information, except for information that is provided pursuant to Commission order requiring the provision of such information to other public utilities, or a centralized credit check system, for purposes of determining credit worthiness of new utility customers;

(iii) the services provided to the Subscriber, including information services provided by third parties over the Company's lines;

(iv) individual demographic information, or aggregate information from which individual identities and characteristics have not been removed;

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd)

E. Privacy (cont'd)

1. Privacy of Personal Information (cont'd)

Any residential Subscriber who gives written consent for the release of one or more of the foregoing categories of personal information will, upon written request, be informed by the Company of the identity of the personal or corporation to whom any such information has been released. The Company will notify each residential Subscriber who is requested to consent to the release of such information of the provisions of this paragraph. Consent for the release of such information may be rescinded by the Subscriber upon 30 days' written notice to the Company. Information subject to the protection from disclosure under Public Utilities Code section 2891 does not include:

(i) information provided by the Subscriber for inclusion in directories of Subscribers;

(ii) information customarily provided through directory services;

(iii) postal Zip Code information;

(iv) information provided under the supervision of the Commission to a collection agency by the Company exclusively for the collection of unpaid debts;

(v) information provided to an emergency service agency responding to a 911 call or any other call communicating an imminent threat to life or property;

(vi) information provided to a law enforcement agency in response to lawful process;

(vii) information that is required by the Commission pursuant to its jurisdiction and control over the Company;

(viii) information that is transmitted between the Company and other telephone corporations in order to furnish service between or in their service areas; or

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd)

E. Privacy (cont'd)

1. Privacy of Personal Information (cont'd)

(ix) information that is required to be provided by the corporation pursuant to rules and orders of the Commission or the Federal Communications Commission regarding the provision of information services by third parties.

2. Subscriber Lists

The Company is subject to Public Utilities Code section 2891.1, which prohibits the Company from including unlisted or unpublished telephone numbers assigned to residential Subscribers in any list of telephone numbers that is sold or licensed by the Company, unless the Subscriber requests otherwise by written notice to the Company. However, the Company may provide such telephone numbers in the following cases:

(i) to a collection agency, to the extent such disclosures are supervised by the Commission, exclusively for the collection of unpaid debts;

(ii) to any law enforcement agency, fire protection agency, public health agency, public environmental agency, city or county emergency services planning agency, or private for-profit agency operating under contract with, and at the direction of, one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property;

(iii) in response to lawful process issued under state or federal law;

(iv) to a telephone corporation providing service between service areas for the purpose of providing such service to the Subscriber, or to third parties for the purpose of providing billing services; and

(v) to the Commission pursuant to its jurisdiction and control over the Company.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd)

E. Privacy (cont'd)

3. Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

4. Caller I.D.

The Company will provide Subscribers with notice prior to participating in the provision of call identification services that: (i) callers using the Company's service may withhold display of the calling telephone number, on an individual call basis, from the telephone instrument of the individual receiving a telephone call by dialing *67 as the first three digits of the number being called; (ii) Subscribers may request that the Company withhold display of the calling number, on a per line basis, from the telephone instruments of all individuals receiving telephone calls dialed over the Subscriber's line, and in such case, callers using the line may allow display of the calling telephone number, on an individual call basis, by dialing *82 as the first three digits of the number being called; and, (iii) there is no charge for withholding display of the calling number in accordance with this rule.

The foregoing provisions do not apply to: (i) identification services used within the same limited system, including, but not limited to, a Centrex or private branch exchange system, as the recipient telephone; (ii) identification services that are used on public agencies' emergency telephone lines or on lines that receive the primary emergency telephone number (911); (iii) identification services provided in connection with legally sanctioned call tracing or tapping procedures; and (iv) identification services provided in connection with 800, 888, or 900 access code services.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 8 - Notices (cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. The California Public Utilities Commission identification number or its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the California Public Utilities Commission to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the California Public Utilities Commission applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 9 - Rendering and Payment of Bills³

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made in cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agents within 22 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 22 days from the due date to timely pay the charges stated. The late payment date will be prominently displayed on the customer's bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for 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.

³ The Company concurs with General Order 168, Rule 6

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 9 - Rendering and Payment of Bills (cont'd)

- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a three-month backbilling period.
- G. Telephone bills shall, at a minimum, contain the following information: (1) billing carrier's name, consistent with Rule 6(b) above; (2) period of service covered by the bill (excluding services for which backbilling is permitted); (3) payment due date; (4) late payment charge (if applicable) and date after which it may be applied; (5) how to pay; and, (6) 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.
- H. 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 fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

Note: The CPUC handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California consumer protection rules are available online, at www.cpuc.ca.gov.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the customer by written notice of such delinquency and impending termination. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. The Company shall respond to Consumer Affairs Branch's requests for information within 10 business days.

Competitive Local Carrier Tariff

4. RULES (cont'd)

Rule 10 - Disputed Bills (cont'd)

4. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
5. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
6. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
7. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.
8. After the investigation and review are completed by the Company, if the customer elects not to deposit the amount in dispute with Consumer Affairs Branch, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 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.

Competitive Local Carrier Tariff

5. RULES (cont'd)

Rule 10 - Disputed Bills (cont'd)

9. 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.
10. A carrier may not disconnect service to a subscriber for non-payment of a disputed amount before seven calendar days after the date the carrier notifies the subscriber in writing of the results of its investigation. In no event shall the carrier disconnect service for non-payment of a disputed amount prior to the due date shown on the bill.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance and Restoration of Service

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The subscriber is responsible for payment of all charges incurred for the period during which service is rendered. In addition, if termination occurs prior to the end of a current contract term, the customer may be liable for a termination fee as provided in Rule 4.
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 Subscriber.
3. Basic Service will not be disconnected for non-payment of anything other than residential and single line business, Flat Rate and/or Measured Rate Service.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the non-prevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of Rule 18.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 11 - Discontinuance and Restoration of Service (cont'd)

B. Discontinuance by the Company (cont'd)

- (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
- (vii) Any violation of the conditions governing the furnishing of service.

- 2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on any Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

C. Restoration of Service

- 1. The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

- D. 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.

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours in the Company's business office at 523 W. 6th Street, Ste. 741, Los Angeles, CA 90014.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Rule 13 - (Reserved)

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 14 - Continuity of Service

Company concurs with the Pacific Bell and Verizon limitation of liability tariffs regarding credit for service interruptions as stated in Appendix B and C of D.95-12-057.

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, The Company will attempt to notify Subscribers in writing at least one week in advance.

Rule 15 - Limitation of Liability

Company concurs with the Pacific Bell and Verizon limitation of liability tariffs as stated in Appendix B and C of D.95-12-057.

A. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. 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.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rata charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 15 - Limitation of Liability (cont'd)

A. Liability of the Company (cont'd)

5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.
 - a. The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowances will be given in successive 24-hour multiples.
6. Subject to Section A.3 of this rule, 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, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period of the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
 - 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.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error occurred.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 15 - Limitation of Liability (cont'd)

A. Liability of the Company (cont'd)

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

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

8. 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.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 16 - Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 17 - Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tarified cost of the service received and the Company's cost of investigation and collection as determined by a court.

Rule 18 -Legal Requirements for Refusal or Discontinuance of Service

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

"APPENDIX 'B'"

- "1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the 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.
- "2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 18 - Legal Requirements for Refusal or Discontinuance of Service (cont'd)

- "2. [Cont'd] for 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."
- "3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the Customer the utility shall promptly restore such service.
- "4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant 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.
- "5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer in writing that such refusal or

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 18 - Legal Requirements for Refusal or Discontinuance of Service (cont'd)

- "5. [Cont'd] disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or customer may request information and assistance from the Commission as its San Francisco or Los Angeles office concerning any provision of this rule."
- "6. 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 applicant or customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or customer. 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.
- "7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- "8. The term 'person,' as used herein, includes a customer to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- "9. The term 'communications utility,' as used herein, includes a 'telephone corporation' and a 'telegraph corporation,' as defined in Division 1 of the California Public Utilities Code."

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 18 - Legal Requirements for Refusal or Discontinuance of Service (cont'd)

For the information of the Company's Subscribers, the address of the Commission office is as follows:

Public Utilities Commission
Consumer Affairs Branch
State Building
505 Van Ness Avenue, Room 2003
San Francisco, California 94102

Advice Letter No. 6	Issued by William Mulcahy Name	Date Filed: December 9, 2004
Decision No. 04-12-013	<u>Chief Operating Officer</u> Title	Effective: December 10, 2004
		Resolution No.:

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 19 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 20 - Nonpublished Service; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- a. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- b. Agencies authorized to receive information:

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

- (1) An agency of the federal government which is lawfully authorized to:
- Conduct investigations or make arrests for violations of the criminal laws of the United States; or

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 20 - Nonpublished Service; Release of Information (cont'd)

b. Agencies authorized to receive information: (cont'd)

Prosecute violations of the criminal laws of the United States; or

Enforce civil sanctions which are ancillary to criminal statutes; or

Conduct investigations into matters involving the national security of the United States; or

Protect federal or foreign officials; or

Protect public health and safety; or

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 unpaid debts.

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

c. Procedure for release of nonpublished information to authorized agencies.

(1) A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 20 - Nonpublished Service; Release of Information (cont'd)

- c. Procedure for release of nonpublished information to authorized agencies.
(cont'd)

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

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

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or

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

Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.

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

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 20 - Nonpublished Service; Release of Information (cont'd)

- c. Procedure for release of nonpublished information to authorized agencies.
(cont'd)
- (3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

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

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

- d. Notification to Customer
- (1) The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
- (2) When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that 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 utility.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 20 - Nonpublished Service; Release of Information (cont'd)

d. Notification to Customer (cont'd)

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

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

e. Exception for Health Officers

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

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 20 - Nonpublished Service; Release of Information (cont'd)

f. Release of Information to Interexchange Carriers

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

g. Retention of Records

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

h. Unsolicited Telephone Efforts

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

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 21 - Credit Information and Calling Records; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, requires that the Commission include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

(1) Credit Information

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

(2) Calling Records

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

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 21 - Credit Information and Calling Records; Release of Information (cont'd)

b. Release of Customer Credit Information and Calling Records

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

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.
- (3) Upon receiving permission of the customer to release the information.

c. Deferral of Notification

- (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the customer of its receipt of the subpoena before divulging the information or records requested.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 21 - Credit Information and Calling Records; Release of Information (cont'd)

- c. Deferral of Notification (cont'd)
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probably cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

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

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

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

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 22 - Deaf and Disabled Equipment Distribution Program

The Company has contracted¹ with Pacific Bell and Verizon California to offer equipment and services to eligible deaf and disabled Subscribers. Please contact the Company's business office for details of this program.

¹ Subject to completion of negotiations prior to commencing service.

Competitive Local Carrier Tariff

RULES (cont'd)

Rule 22 - 911 Emergency Service

- a. End users may access 911 emergency service over the Company's facilities at no charge to Subscribers or end users.
- b. The Company will continue to provide access to 911 emergency service at no charge to any residential Subscriber whose service is discontinued under Rule 11 until such time as service is rendered by another carrier.

BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

Schedule Cal.P.U.C. CLC 2-T
Original Cal. P.U.C. Sheet No. 46

Competitive Local Carrier Tariff

Advice Letter No. 6	Issued by William Mulcahy	Date Filed: December 9, 2004
Decision No. 04-12-013	Name <u>Chief Operating Officer</u>	Effective: December 10, 2004
	Title	Resolution No.:

BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

Schedule Cal.P.U.C. CLC 2-T
Original Cal. P.U.C. Sheet No. 47

Competitive Local Carrier Tariff

Advice Letter No. 6	Issued by William Mulcahy	Date Filed: December 9, 2004
Decision No. 04-12-013	Name <u>Chief Operating Officer</u>	Effective: December 10, 2004
	Title	Resolution No.: