

Wilshire Connection, LLC d/b/a WILCON (T)
624 S. Grand Ave., Suite 2500 (T)
Los Angeles, CA 90017

Schedule Cal. P. U. C. No. 1-T
Second Revised Title Sheet
Cancels First Revised Title Sheet

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

Tariff Schedule Applicable to

INTRASTATE DEDICATED POINT-TO-POINT SERVICES

Of

WILSHIRE CONNECTION, LLC D/B/A WILCON

(T)

U-6076-C

Applying to Intrastate Dedicated Point-To-Point Communications Services Between
Points in the State of California, and Containing Rates, Rules and Regulations Governing
Service

Advice Letter No. 7

Issued by:
Glenn Nieves
Vice President-General Counsel

Date Filed: July 15, 2014
Effective: July 16, 2014

Resolution No.: _____

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet Number</u>	<u>Revision</u>	<u>Sheet Number</u>	<u>Revision</u>
Title Sheet	Second Revised	31	Original
1	Third Revised*	32	Original
2	Third Revised*	33	Original
3	First Revised	34	Original
4	Original	35	Original
5	Second Revised	36	Original
6	Original	37	First Revised
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
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18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
25	First Revised	56	Original
26	First Revised	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original	60	Original
30	Original	61	Original

* -included in current filing.

Advice Letter No. 8

Issued by:
Glenn Nieves
Vice President-General Counsel

Date Filed: November 26, 2014
Effective: November 27, 2014

Resolution No.: _____

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

CHECK SHEET (cont'd)

<u>Sheet Number</u>	<u>Revision</u>
62	Original
63	Original
64	Original
65	Original
66	Original
66.1	Original
66.2	First Revised*
66.3	First Revised*
66.4	Original*
66.5	Original*
67	Original
68	First Revised
69	Second Revised
70	First Revised

* *-included in current filing.*

Advice Letter No. 8

Issued by:
Glenn Nieves
Vice President-General Counsel

Date Filed: November 26, 2014
Effective: November 27, 2014

Resolution No.: _____

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

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(N)

Advice Letter No. 6A

Issued by:
Glenn Nieves (T)
Vice President-General Counsel (T)

Date Filed: June 12, 2014
Effective: June 13, 2014

Resolution No.: _____

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

PRELIMINARY STATEMENT

This tariff sets forth the rates, rules and regulations of Wilshire Connection, LLC (“Company”) applicable to its provision of dedicated point-to-point services within the State of California to customers located in certain exchange areas served by AT&T California and Verizon California, Inc.

The Company has been authorized by the California Public Utilities Commission (“CPUC”) to provide competitive local exchange services and interexchange services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate dedicated point-to-point services by Wilshire Connection, LLC to customers within the State of California.

This tariff applies only for the use of the Company’s services for communications between points within the State of California; this includes the use of the Company’s network to complete an end to end intrastate communication.

AVAILABILITY OF THE COMPANY’S TARIFF

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

Wilshire Connection, LLC d/b/a WILCON
624 S. Grand Ave., Suite 2500
Los Angeles, CA 90017

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

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

EXPLANATION OF SYMBOLS

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

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

ABBREVIATIONS

DCS -	Digital Cross Connect System.
DS0 -	Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.
DS1-	Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
DS3-	Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 services.
Gbps-	Gigabits per second; billions of bits per second.
ICB-	Individual Case Basis.
ILEC-	Incumbent Local Exchange Carrier.
Kbps-	Kilobits per second; 1000s of bits per second.
LATA-	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Bell Operating Company provides communications services.
LEC-	Local Exchange Carrier.
Mbps-	Megabits per second; millions of bits per second.
N/A-	Not Available.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

ABBREVIATIONS (*cont'd.*)

OC-1-	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 51.84 Mbps.
OC-3-	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
OC-3C-	A concentrated OC-3, i.e., a single high capacity channel with a SONET rate of 155.52 Mbps.
OC-12-	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
OC-24-	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 1.244 Gbps.
OC-48-	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
POP-	Point of Presence.
SONET-	Synchronous Optical Network
STM-1	Synchronous Transport Module, level 1
STS-1-	SONET Transport Signal Level 1

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide competitive local exchange services and interexchange services within the geographic areas comprising the AT&T California and Verizon California, Inc. tandem switch subtending areas in the State of California, as identified on the map on the following page.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES

Schedule 1: Switched Access Local Transport

1. General

The Switched Access Local Transport rate category provides the transmission facilities between the Carrier Customer premises or POP and the LEC end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Switched Access Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User's LEC end office switch to the Customer's premises or POP) and in the terminating direction (from the customer premises or POP to the LEC end office switch), but not simultaneously. The voice frequency transmission path may comprise any form or configuration of plant capable of and typically used (although not always typical) in the telecommunication industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Switched Access Local Transport is composed of an Entrance Facility and Direct-Trunked Transport.

An Entrance Facility provides the communications path between a Customer's premises and a point of connection (virtual or physical node) with the Company's network backbone. Direct-Trunked Transport provides a dedicated communications path on the Company's network backbone between that virtual or physical node and a LEC end office.

Charges for mileage-sensitive Switched Access Local Transport are based on the airline distance between the point of connection with the Company's network backbone and the relevant LEC end office.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 1: Switched Access Local Transport (cont'd.)

2. Transmission Paths

The number of Switched Access Local Transport transmission paths provided is based on the Customer's order and is determined by the Company.

3. Interconnection

Interconnection with non-Company switched access local transport facilities is available by mutual agreement and arrangement of Company and Customer.

4. Rates

(a) Entrance Facility

	<u>Monthly</u>	<u>Non-Recurring</u>
DS-1	ICB	ICB
DS-3	ICB	ICB

(b) Direct-Trunked Transport

	<u>Monthly Rate</u>	
	<u>Fixed</u>	<u>Per Mile</u>
DS-1	ICB	ICB
DS-3	ICB	ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 2: Dedicated Transport

1. General

(A) Calculation of Distance

Charges for all mileage sensitive dedicated transport services are based on the airline distance between the originating and terminating locations of the circuit.

(B) Standard Pricing Plan Description

1. Recurring Charges

Recurring charges apply to both Two Point Service and Virtual Hub Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

Recurring charges for Virtual Hub Service will vary based on the communications service capacity (the low speed interface at one customer premises) and the high speed interface at the other customer premises, as well as the distance of service and the term plan selected. Virtual Hub Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges for a service with capacity equal to the lower speed termination interface.

2. Term Plan

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term, subject to an Individual Case Basis to adjustment based on the Consumers Price Index (CPI).

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 2: Dedicated Transport (cont'd.)

1. General (cont'd.)

(B) Standard Pricing Plan Description (cont'd.)

3. Nonrecurring Charges

Nonrecurring Charges (“NRC’s”) are one-time-only charges. NRC’s may be waived for certain promotions and under the specific terms of individually negotiated contract services.

4. Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

- a. Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;
- b. Rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and
- c. Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

2. Order Cancellation Policy

The Company will provide a Firm Order Confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the customer must reimburse the Company for all costs incurred to that point.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (*cont'd.*)

Schedule 2: Dedicated Transport (*cont'd.*)

3. Service Descriptions

Dedicated Transport Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds. Hubbed service may be available for all the following services.

(A) DS3 Service

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

(B) DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade Services or 24 DS0 services.

(C) DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 56 or 64 Kbps.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 2: Dedicated Transport (cont'd.)

3. Service Descriptions (cont'd.)

(D) Transport Arrangement Service

Transport Arrangement Service is available between Customer designated premises and LEC central offices where Company has entered into collocation/interconnection agreements with LEC.

Transport Arrangement utilizes a combination of the Company's own transport network and equipment collocated at LEC central offices to provide transport between Customer Premises and those LEC Central Offices.

The Customer who purchases Transport Arrangement Service will be provided with a Letter of Authorization from the Company. The Customer will then have the ability to purchase services directly from the LEC and have them terminated to their Transport Arrangement Service.

Where available, the Company will provide Transport Arrangement Service at DS3 and DS1 interface levels.

DS1 level Transport Arrangement may be terminated at the Customer's location with a DS3 interface at Customer's request.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 2: Dedicated Transport (cont'd.)

4. Rates

(A) DS3 Service

Nonrecurring Charge	ICB
Channel Termination Monthly Charge	ICB
Channel Mileage (Fixed Monthly Charge)	ICB
Channel Mileage (Per-Mile Monthly Charge)	ICB
Multiplexing Charge (Monthly)	ICB
Multiplexing Charge (Non-Recurring)	ICB

(B) DS1 Service

Nonrecurring Charge	ICB
Channel Termination Monthly Charge	ICB
Channel Mileage (Fixed Monthly Charge)	ICB
Channel Mileage (Per-Mile Monthly Charge)	ICB
Multiplexing Charge	ICB

(C) DS0 Service

Nonrecurring Charge	ICB
Channel Termination Monthly Charge	ICB
Channel Mileage (Fixed Monthly Charge)	ICB
Channel Mileage (Per-Mile Monthly Charge)	ICB
Multiplexing Charge	ICB

(D) Transport Arrangement Service

Nonrecurring Charge	ICB
Channel Termination Monthly Charge	ICB
Channel Mileage (Fixed Monthly Charge)	ICB
Channel Mileage (Per-Mile Monthly Charge)	ICB
Multiplexing Charge (Monthly)	ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 3: Private Network Transport Service

1. General

Private Network Transport Service (“PNTS”) provides high capacity SONET-based digital point-to-point services between Customer-designated premises. PNTS is designed to meet Customer requirements for network reliability and survivability. PNTS is designed to automatically detect a failure anywhere within the system and reconfigure itself to ensure near continuous transportation of information between locations on the PNTS network. PNTS is subject to facility availability.

PNTS provides Customers with OC-1 and OC-3 services dedicated to their exclusive use, on Company SONET rings. Connection to Customer designated premises (nodes) are available at standard DS0, DS1, STS-1, OC-1 and OC-3 interfaces.

Within the OC-3 capacity services on PNTS, Customer may order combinations of interface levels.

2. Rate Elements

The following rate elements apply to PNTS:

Nodes: This monthly recurring element provides for add/drop multiplexing equipment located at Company location(s) and Customer designated premises. One node charge shall be applied at each Customer premises and at least one Company location.

Ports: This monthly recurring element provides for the interface level channelization at each node. One port charge will apply at each service origination and each service termination point.

Transport Mileage: This monthly recurring element provides for the transmission facilities between all PNTS nodes. The charge is applied per mile of transport.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 3: Private Network Transport Service

2. Rate Elements (cont'd.)

Local Loop Access Link: This installation charge and monthly recurring element provide for the transmission facilities between the Company and the Customer premise. The charge is applied for each Customer premise.

3. Rates

(A)	Nodes:	<u>Monthly</u>	<u>Non-Recurring</u>
	155 Mbps (OC-3)	ICB	ICB
(B)	Ports:		
	1.544 Mbps (DS1)	ICB	ICB
	45 Mbps (DS3)	ICB	ICB
	155 Mbps (OC3)	ICB	ICB
(C)	Transport Mileage (per mile)		
	155 Mbps (OC3)	ICB	ICB
(D)	Local Loop Access Link		
	155 Mbps (OC3)	ICB	ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 4: Collocation

1. General

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises, in designated locations such as premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment, as well as primary and backup power, HVAC, and cross connections to Company telecommunications equipment.

Consistent with the provisions of the Company's interconnection agreements with LECs and/or LECs' collocation tariffs, Customer may also place its equipment in the Company's collocation spaces in LEC end offices. Such collocation shall be subject to space availability and to all the constraints and requirements imposed by the relevant LEC at the LEC end office at which the collocation occurs.

2. Rates, Terms and Conditions

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 5: Unbundled Network Element Loops

1. General

Unbundled Network Element Loop service allows a Customer access to an unbundled loop obtained by the Company from a LEC at the Company's collocation space at the relevant LEC end office, and allows the connection of that loop to the Customer's premises or end office by means of a dedicated point-to-point circuit on the Company's network. The Company will obtain and support all the varieties of unbundled loops offered from time to time by AT&T California and Verizon California, Inc. At the Customer's request, the Company will also concentrate and/or multiplex the Customer's unbundled loops using equipment located at the Company's collocation space in the relevant LEC end office, prior to connection such loops to dedicated point-to-point circuits on the Company's network.

Consistent with the provisions of the Company's interconnection agreements with LECs and/or LECs' collocation tariffs, Unbundled Network Element Loop service also allows a Customer to order an unbundled loop directly from the LEC, and to instruct the LEC to terminate the Customer ordered loop to a LEC end office collocation space occupied by the Company. Loops obtained in this fashion may be connected, concentrated, and/or multiplexed as described above.

Unbundled Network Element Loop service shall be subject to availability.

2. Rates, Terms, and Conditions

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Schedule 6: Special Construction

1. General

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

2. Rates

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULE (cont'd.)

Schedule 7: Time and Materials Service

1. General

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel to find trouble in Company facilities will result will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges any apply.

2. Rates

ICB

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

Special Conditions Applicable to All Rate Schedules

1. Application of Rates

The regulations set forth in this section govern the application of rates contained in the Rates Schedules of this tariff.

(A) Rates Based on Distance

Where the charges for service are specified based upon distance, the following rules apply;

Distance between two points is measured as the airline distance between the origination point and the termination point of the circuit.

2. Cancellation of Access Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

If an Access Order is canceled, the Customer will be billed a flat cancellation fee or actual costs, whichever is greater.

Cancellation Fee	\$50.00
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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

1.0 RATE SCHEDULES (cont'd.)

3. Commission Mandated Surcharges

The following specific surcharges may be imposed depending upon the applicability of the surcharges to the services provided within this tariff. All surcharges listed have been mandated by orders of the Commission:

CPUC Reimbursement Fee

California Relay Service & Communications Device Fund
Surcharge

Universal Lifeline Telephone Service Surcharge

California High Cost Fund A Surcharge

California High Cost Fund B Surcharge

California Teleconnect Fund Surcharge

California Advanced Services Fund

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 AT&T California tariffs.

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES

No. 1 Definitions

ACCOUNT – The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

BIT – The smallest unit of information in a binary system of notation.

BITS PER SECOND (“bps”) – The number of bits transmitted in a one second interval.

CAB - The Consumer Affairs Branch of the Commission.

CARRIER – An entity that provides telecommunications services to the public for hire.

CENTRAL OFFICE – *See* End Office.

CHANNEL – A Communications path between two or more points of termination.

CLC – COMPETITIVE LOCAL CARRIER; a common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications services within specific exchange areas within California.

COLLOCATION – Carrier facilities and/or equipment located in another carrier’s facility.

COMMISSION OR CPUC - The California Public Utilities Commission

COMMUNICATION SYSTEM – Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Wilshire Connection, LLC. d//b/a WILCON

CUSTOMER – Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including Interexchange Carriers, Local Exchange Carriers, Competitive Local Carriers, and End Users.

CUSTOMER AGREEMENT – The mutual agreement between the Company and the Customer for the provision of the Company’s services.

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No.1 Definitions (cont'd.)

CUSTOMER DESIGNATED PREMISES – The premises specified by the Customer for termination of services.

CUSTOMER POINT OF PRESENCE – The physical location associated with the Customer's communication system.

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

DEDICATED ACCESS or DEDICATED TRANSPORT – A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

DUAL TONE MULTIFREQUENCY ("DTMF") – Tone signaling, also known as touch tone signaling.

END OFFICE – A LEC switching location where exchange customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER – Any customer of any intrastate telecommunications service that is not a Carrier or common Carrier, except that a carrier shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes.

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

EXCHANGE TELEPHONE COMPANY – a carrier which provides local exchange service.

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

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

HERTZ – A unit of frequency equal to one cycle per second.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 1 Definitions (cont'd.)

HOLIDAYS – New Year’s Day, Independence Day, President’s Day, Veteran’s Day, Labor Day, Thanksgiving Day, Memorial Day, Christmas Day, Martin Luther King Day, Columbus Day.

INTEREXCHANGE CARRIER (“IC”) – Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

INTERSTATE COMMUNICATIONS – Any communications that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (“LATA”) – A geographic area established pursuant the Modification of final Judgement entered by the United States District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

LOCAL EXCHANGE CALL – A telephonic communication that originates and terminates within a single “exchange area” or “local calling area” as defined in the approved tariffs of the originating company.

NONDOMINANT INTEREXCHANGE CARRIER. A common carrier that was issued a Certificate of Public Convenience and Necessity by the CPUC to provide telecommunications services between exchange areas within California.

ON-NET – Customer and End User locations served directly by the Company’s network facilities.

OFF-NET – One or more Customer or End User locations not served directly by the Company’s network facilities.

ORIGINATING DIRECTION – The use of Switched Access Transport Service for the origination of calls from an End User premises to an IC premises.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No.1 Definitions (cont'd.)

PHYSICAL NODE – A physical location at which the Company locates equipment such as multiplexers, optical/electrical converters, and loop concentrators, and at which a Customer's circuit is originated or terminated.

POINT OF PRESENCE – The physical location of an interexchange carrier's facilities.

POINT OF TERMINATION – The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES – A building or buildings on contiguous property, not separated by a public highway or right-of-way.

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

TERM AGREEMENT – A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

TERMINAL EQUIPMENT - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

TERMINATION DIRECTION - The use of Switched Access Transport Service for the completion of calls from an IC's premises to an End User premises.

TOLL CALL – A telephonic communication that originates and terminates within the same LATA and is outside the jurisdiction of a Local Exchange Call.

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

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 1 Definitions (cont'd.)

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

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

VIRTUAL NODE – A physical location at which the Company interconnects a Customer's Entrance Facility or Channel Termination with the Company's network backbone by means of a fiber splice, rather than using the type of equipment located at a physical node.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 2 Description of Services

Switched Access Local Transport service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical or optical communications path between a Customer's premises and a LEC end office. It provides for the use of dedicated trunking facilities of the Company. Switched Access Local Transport service provides for the ability to originate calls from an End User's serving end office to a Customer's premises in the LATA where it is provided, and to terminate calls to the End User's serving end office from a Customer's premises.

Dedicated Transport service allows the Customer to connect two locations with private dedicated point-to-point service at a variety of digital speeds. Dedicated Transport service connects two Customer locations, one Customer and one End User location, or one Customer location and one LEC end office location.

Private Network Transport service provides high capacity SONET-based digital point-to-point service between Customer-designated premises. Private Network Transport service is designed to meet Customer requirements for SONET-based network reliability and survivability, by automatically detecting a failure anywhere within the system and reconfiguring itself to ensure near-continuous transportation of information between locations on the PNTS network.

Collocation service allows a Customer to place Customer's telecommunications equipment on the Company's premises in designated locations, and in the Company's collocation spaces in LEC end offices, conditions permitting.

Unbundled Network Element Loop service allows a Customer access to an unbundled loop obtained by the Company from a LEC, and to connect that loop to the Customer's premises or end office by using the Company's network. Unbundled Network Element Loop service also allows a Customer to terminate a Customer-ordered loop to a LEC end office collocation space occupied by the Company, if such connection is permitted by the LEC.

2.0 RULES (cont'd.)

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

No. 3 Application for Service

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

- (A) Customers desiring to obtain Service must complete a Service application provided by Company. Service may be initiated based on a written or oral agreement between the Company and the Customer and must include the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

If the Order for Service is taken verbally, the Company will, within ten (10) days of initiating the Service Order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter must be in a language other than English if the sale was in another language.

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

When the Company denies an application for a telecommunications service for failure to establish credit or pay a deposit, the Company shall inform the applicant of the reasons with ten (10) days thereafter. The Company's reasons shall be provided in writing unless the applicant agrees to accept a different form of notice.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 3 Application for Service

(B) Discontinuation of Service:

The Customer may have service discontinued upon thirty (30) days written or verbal notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the discontinuation date specified by the Customer or until the date that the written discontinuation notice is received, whichever is later. A termination liability charge applies to early discontinuation of a Term Agreement.

(C) Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

1. Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;
2. Usage rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and
3. Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 4 Contracts

Contracts may be used in special circumstances, including Individual Case Basis (“ICB”) service offerings. The Company and Customers can enter into contracts for all services offered by the Company. The terms and conditions of each contract offering are subject to the agreement of both the Company and Customer. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB agreements will be filed with the CPUC in accordance with G. O. 96-B.

For special situations, rates for Dedicated Point to Point Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 5 Establishment and Re-establishment of Credit

The Company may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet the Company's financial criteria. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 6 Advance Payments, Deposits, and Guarantors

(A) Advance Payments

At the time an application for service is made, an applicant may be required to pay a non-refundable amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount is credited to the Customer's account on the first bill rendered.

(B) Deposits

If a Customer has not established a satisfactory credit history, the Company may require a deposit as a form of security to ensure payment.

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 6 Advance Payments, Deposits, and Guarantors (cont'd.)

(B) Deposits (cont'd.)

4. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer, with interest, within thirty (30) days of rendition of the final bill. Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board.
5. Refund after Satisfactory Payment: After prompt and timely payment of all charges at the end of the term agreement or after twelve (12) months, whichever comes first, within thirty (30) days, the Company will refund the deposit, with interest, to the Customer by crediting the deposit to the Customer's bill. 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.
6. Deposit Receipt: Each deposit receipt will contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by WILCON 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."

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 6 Advance Payments, Deposits, and Guarantors (cont'd.)

(B) Deposits (cont'd.)

7. Conditions under which a deposit shall not be required:

- a. If the applicant provides a satisfactory credit history acceptable to the Company, a deposit shall not be required. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide a social security number.
- b. A co-signer or guarantor may be used, providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
- c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 7 Notices and Communications

- (A) Notice by the Company: Unless otherwise provided by these Rules, any notice, including but not limited to rate information, rate increases and information regarding the terms and conditions of service, by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.
- (B) Notice by the Company Regarding Change in Ownership
- The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
- (C) Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office or by written notice mailed to the Company's business office.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.
- (E) Customers shall be advised of optional service plans, in writing, as they become available and shall be advised of changes to the terms and conditions of service no later than the next billing cycle after the change has occurred. Customers will also be notified of rate increases within thirty (30) days prior to the effective date of the rate change.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 8 Rendering and Payment of Bills

- (A) The Customer is responsible for the payment of any charges for facilities and services furnished by the Company to the Customer. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill will contain monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a thirty (30) day month and shall only apply to recurring charges.
- (B) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement, of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues thorough and includes the day that the service, circuit, arrangement or component is discontinued.
- (C) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- (D) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is thirty (30) days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 8 Rendering and Payment of Bills (*cont'd.*)

- (a) a rate of 1.0 percent per month; or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.
- (F) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated, excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services offered under the terms of this tariff.
- (G) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- (H) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (I) The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with the proper evidence is submitted within one (1) year from the date of the alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 9 Disputed Bill Procedure

In case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

1. Customers have up to ninety (90) days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
2. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
3. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No.10, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
4. If the Company and the Customer are unable to resolve any dispute, the Customer may file a complaint with The Consumer Affairs Branch ("CAB") of the Commission at 505 Van Ness Avenue, San Francisco, CA 94102. To avoid disconnection of service, the Customer must submit the amount in dispute to the CAB, within 7 days after the Company notifies the Customer that their investigation is complete.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 10 Discontinuance and Restoration of Service

(A) Discontinuance by Customer

1. A Customer may have service discontinued by providing thirty (30) days written or verbal notice to the Company. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his or her order for service before the service begins, a \$50.00 charge or actual expenses, whichever is greater, will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 10 Discontinuance and Restoration of Service (*cont'd.*)

(B) Discontinuance with Cause:

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days prior written notice to the Company, discontinue or suspend service without incurring any liability.
2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 10 Discontinuance with Cause: (*cont'd.*)

(C) Discontinuance with Cause: (*cont'd*)

7. When the Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company, service may be discontinued after seven (7) days written notice if access is not provided within the seven (7) day notice period.
8. Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company's equipment or the Company's service to others.
9. Upon the Company's discontinuance of service to the Customer under paragraph 1 or 2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

(D) Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a forty dollar (\$40.00) charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation/connection fee will apply.

The Company reserves the right to refuse to re-establish service to the Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 10 Discontinuance with Cause: (*cont'd.*)

(E) Legal Requirements for Refusal or Discontinuance of Service

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

"Appendix B"

- (1) Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new prospective Customer and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety or welfare will result.
- (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 of interim relief. The Commission shall schedule a public hearing on the complaint to be held within twenty (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.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 10 Discontinuance with Cause: (*cont'd.*)

- (E) Legal Requirements for Refusal or Discontinuance of Service (Cont'd)
- (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 prospective Customer or Customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with such notice a copy of this rule together with a statement that the prospective Customer or Customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 10 Discontinuance with Cause: (*cont'd.*)

- (E) Legal Requirements for Refusal or Discontinuance of Service (Cont'd)
- (6) At the expiration of fifteen (15) days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the prospective Customer or Customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the prospective Customer or 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, a prospective Customer for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency and an individual.
- (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, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 11 Temporary Service

From time to time, The Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than thirty (30) days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 12 Continuity of Service

(A) Allowance for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 15, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

(B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for services considered by the Company to be impaired.
2. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 Rules (*cont'd.*)

No. 12 Continuity of Service (*cont'd.*)

(C) Credit for Interruptions (*cont'd*)

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

<u>Interruption of 24 hours or less:</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One Day

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

Interruption over 24 hours

Interruptions over 24 hours will be credited 1/8 day for each 3-hour period Or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

4. Notwithstanding any other provisions of this Rule or this tariff, credit allowances for interruptions of service of Unbundled Network Element Loops shall be limited to the allowance provided by the underlying LEC, which the company will pass through to Customer.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 12 Continuity of Service (cont'd.)

(D) Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user or other common carrier providing service connected to the service;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to failure or malfunction of non-Company equipment;
4. Interruptions of service due to a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service due to a period in which the Customer continues to use the service on an impaired basis;
6. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
7. Interruption of service due to circumstances or causes beyond control of the Company.
8. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
9. Interruptions of service that are not reported to the Company within thirty (30) days of the date that service was affected.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 12 Continuity of Service (cont'd.)

(E) Temporary Suspension for Repairs

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

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

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

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 13 Service Connections and Facilities on Customers Premises

- (A) Service furnished by the Company may be interconnected with the services or facilities of authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained by the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 14 Liability

- (A) The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by the tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$10,000.00 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Rule 14 herein.
- (B) In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- (C) The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- (D) The Company shall be indemnified and held harmless by the Customer against:
 - a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and

2.0 RULES (cont'd.)

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

No. 14 Liability

- c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- (E) The Company and the Customer, at its own expense, shall indemnify, defend and hold harmless the other Party and its directors, officers, employees, subcontractors, affiliates and subsidiaries against any and all claims, demands, and judgments for, liability, costs or expenses resulting from losses or damage to real or tangible property or for bodily injury and death to any person due to any act or omission, arising out of, or in connection with the provision of service to the extent such Losses were caused by the gross negligence or willful misconduct of the Company or the Customer.
- (F) Customer will indemnify, defend and hold the Company harmless from and against any and all claims, demands, and judgments for Losses (including but not limited to reasonable attorney's fees and expenses) or any third party claims or actions arising from or due to such Customer's use of the Circuit, or its Customers or suppliers and the conduct of their respective businesses, including without limitation, the content of any video, voice or data carried by Customer or its customer.
- (G) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 12. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

2.0 RULES (cont'd.)

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

No. 15 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.
- (E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant this tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 16 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by federal, state or local laws.
- (D) Any service provided under this tariff may be resold to other persons at the Customer's option. The customer remains solely responsible for all use of service ordered by it to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- (E) Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 17 Responsibilities of the Customer

The Customer is responsible for:

1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

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

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 17 Responsibilities of the Customer (cont'd)

(A) Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in paragraph E below. Charges will be apportioned in accordance with those reports.

(B) On and Off-Hook Supervision

The Customer facilities shall provide the necessary on an off-hook supervision for accurate timing of calls.

(C) Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

(D) Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 18 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing ("MECAB") and Multiple Exchange Carrier Ordering and Design ("MECOD").

The Company will handle ordering, rating and billing of Access Service under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows:

- (A) For Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Switched Access Local Transport to an interconnection point ("IP") with another Exchange Telephone Company, and will bill the charges in accordance with its Switched Access Service tariff. The rate for the Transport elements will be determined as set forth below. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- (B) The charge for the Switched Access Local Transport Facility and Termination rate elements for services provided as set forth above are determined as follows:

1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Switched Access Local Transport Facility, as defined below. Determine the airline mileage for the Switched Access Local Transport Facility charges using the method as set forth in this tariff.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 18 Meet Point Billing (cont'd.)

(B) (cont'd.)

2. For Switched Access Service, the Switched Access Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) below for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Switched Access Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

(b) Multiply:

The number of access minutes by the Company's appropriate Switched Access Local Transport Termination per minute rate. The resulting amount is the Company's total Switched Access Local Transport Termination charges.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

(C) Should any changes be made to the meet point billing arrangements as set forth in (A) preceding, the Company will give affected Customers thirty (30) days' notice.

(D) Should the Company act as an intermediate, non-terminating local exchange carrier, Switched Access Local Transport Termination rates, as determined in (B) preceding, will not be applied to the meet point billing arrangement.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 19 Change of Service Providers

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

- (B) Unauthorized Service Termination and Transfer

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

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 20 Special Information Required On Forms

(A) Customer Bills

- (1) Telephone bills shall, at a minimum, contain the following information:
 - (a) billing carrier's name, consistent with Rule 5 (A) 2. above;
 - (b) period of service covered by the bill (excluding services for which back billing is permitted);
 - (c) payment due date;
 - (d) late payment charge (if applicable) and date after which it may be applied;
 - (e) procedures for how to pay;
 - (f) the carrier's toll-free number for billing inquiries and disputes, along with a postal address, or an e-mail address if the subscriber has agreed to communicate via electronic media, where the subscriber may send a billing inquiry or complaint in writing; and
 - (g) In addition to the billing requirements above, each bill shall include the following statement:

This bill is now due and payable and becomes subject to a late payment charge if not paid within thirty (30) calendar days from the date of presentation. Should you have questions regarding this bill, please request an explanation from the Company.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (*cont'd.*)

No. 20 Special Information Required On Forms (*cont'd*)

(A) Customer Bills (*cont'd*)

- (2) Telephone bills shall be clearly organized and may only contain charges for products and services the purchase of which the Customer has authorized.
- (3) The Company or name of the service provider associated with each charge will be clearly and conspicuously identified on the telephone bill. Certificated carriers shall use the name that appears on their Certificate of Public Convenience and Necessity, or any fictitious business names that are properly registered pursuant to Business and Professions Code §§ 17900 et seq. and registered with the Commission's Telecommunications Division. Abbreviations may be used so long as there is sufficient information to make it abundantly clear to the Customer and Commission staff who the service provider is. For carriers not certificated by the Commission, the bill shall include the name under which the Carrier is certificated by the FCC, if applicable, or the Carrier's legal name as registered with the California Secretary of State.
- (4) Where charges for two or more carriers appear on the same telephone bill, the charges must be separated by service provider. This rule does not apply to wireless roaming charges.
- (5) Telephone bills shall clearly and conspicuously identify any change in service provider, including identification of charges from any new service provider. For purposes of this rule, "new service provider" means a service provider that did not bill the Customer for service during the service provider's previous billing cycle. This definition shall include only providers that have continuing relationships with the Customer that will result in periodic charges on the Customer's bill until the service is canceled.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 20 Special Information Required On Forms (cont'd)

(A) Customer Bills (cont'd)

- (6) Any Carrier or billing agent that charges Customers for products or services on a telephone bill shall include, or cause to be included, in the telephone bill the amount being charged for each product or service, and a clear and concise description of the service, product, or other offering for which a charge has been imposed. The description must be sufficiently clear in presentation and specific in content so that customers can accurately assess that the services for which they are billed correspond to those that they have requested and received, and that the costs assessed for those services conform to their understanding of the price charged.
- (7) All mandated government taxes, surcharges and fees required to be collected from Customers and to be remitted to federal, state or local governments shall be listed in a separate section of the telephone bill entitled "Government Fees and Taxes," and all such charges shall be separately itemized. This section of the bill shall not include any charges for which the carrier is not required to remit to the government the entire amount collected from customers. Carriers shall not label or describe non-government fees or charges in a way that could mislead Customers to believe those charges are remitted to government.

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 21 California Teleconnect Fund (CTF)

21.1 General

The Company offers, pursuant to Decision 96-10-066 and Resolution T-16742, discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations and California Community Colleges, as approved by the Commission. These organizations must apply to the Commission for the California Teleconnect Fund Program discount and receive approval of their application prior to the discount being applied, pursuant to the process described in Resolution T-16742.

The customer's bill will reflect the pre-discount price (tariffed or negotiated/contract rate), a lump sum dollar amount for the E-Rate discount (if applicable), and a lump sum dollar amount for the CTF Program discount. These amounts will be reflective of the percentage discount offered by Federal and State programs. These discounted rates may not be resold to, or shared with, any other non-qualifying entity or person.

Federal funding or subsidy given to California Teleconnect Fund (CTF) participants for CTF eligible services shall first be taken into account prior to applying the CTF discount.

21.2 Funding

If the Executive Director of the Commission determines that there are insufficient funds to reimburse the Company for its claims against the California Teleconnect Fund, the CPUC will promptly inform the Company concerning this condition and direct the Company to suspend the offering of applicable discounted rates to qualifying entities on a schedule consistent with fund balances and Company claims, and with appropriate prior notice to customers. If state funding for the CTF is exhausted, participants will be backbilled for all discounts advanced by the Company that the Commission does not fund.

(N)

(N)

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 21 California Teleconnect Fund (CTF) (cont'd)

21.3 Entities Qualified to Receive Discounts Under CTF

21.3.1 **Schools and Libraries:** Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries. Qualifying schools and libraries shall be entitled to a 50% discount off tariffed or negotiated/contract rates, whichever are lower. The 50% discount shall be calculated as follows:

- (1) If the customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for CTF) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.
- (2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.
- (3) The statewide average discount is deducted from the customer's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate.

The following schools and libraries shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower for services identified in 21.4: small schools as defined in Section 42283 of the Education Code, participants whose E-rate applications have been denied, and participants who subscribe to services that are ineligible for E-rate discounts.

[Sections 21.3.2 and 21.3.3 moved to First Revised Sheet 66.3]

(N)

(N)

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 21 California Teleconnect Fund (CTF) (cont'd)

21.3 Entities Qualified to Receive Discounts Under CTF (cont'd)

21.3.2 **Hospitals and Health Clinics:** District, municipal and county government owned and operated hospitals and health clinics qualify for a 50% discount off tariffed or negotiated/contract rates. Public or non-profit health care providers in rural areas may be eligible for Federal rural health care discounts equal to the difference between urban and rural rates.

21.3.3 **Community Based Organizations (CBO):** Only a tax exempt organization offering health care, job training, job placement, or educational instruction, or a non-profit CBO operating a community technology center engaged in diffusing technology into a local community, and training a local community that has limited or no access to the Internet and other technologies shall qualify for the discounted rates for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501 (c) (3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application. Qualifying CBOs shall be entitled to a 50% discount off tariffed or negotiated/contract rates, whichever are lower. CBOs that offer Head Start programs are eligible for these discounts, but if the CBO has been approved to receive E-rate discounts, the E-rate discount received shall be deducted from CTF eligible service charges prior to applying the 50% discount. If the CBO does not have an actual E-rate discount, a statewide average E-rate discount (set annually by the Commission) shall be deducted from CTF eligible service charges prior to applying the 50% discount. The statewide average E-rate discount is deducted from the CBO's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the CBO. However when the CBO subsequently receives its approved E-rate benefit, the CBO's account shall be retroactively adjusted to reflect the approved E-rate funding.

[Sections 21.3.2 and 21.3.3 moved from Original Sheet 66.2]

[Sections 21.3.4 and 21.4 moved to Original Sheet 66.4]

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

2.0 RULES (cont'd.)

No. 21 California Teleconnect Fund (CTF) (cont'd)

21.3 Entities Qualified to Receive Discounts Under CTF (cont'd)

21.3.4 **California Community Colleges** – Participating California community colleges (CCCs) shall be entitled to a 50% discount off the entire tariffed rates or negotiated/ contract rates, whichever are lower, for CTF approved services. The 50% discount is contingent on an annual limit of \$7.2 million (adjusted yearly based on Western Consumer Price Index) funding availability for CCCs as set forth in Decision 08-06-020.

21.3.5 **Rural Health Care Providers (RHCP)** - Public or non-profit healthcare providers in rural areas may be eligible for Federal rural healthcare discounts under the Rural Health Care Program of the Universal Service Fund. Rural Health Care (RHC) funding received by a RHCP shall first be taken into account prior to applying the CTF discount to the eligible service charges subscribed by the RHCP. The 50% CTF discount shall be calculated as follows:

- (i) The 50% discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP that does not apply for RHC funding in a given fiscal year.
- (ii) The 50% discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP awaiting approval for RHC funding. Once approved, the CTF discount shall be trued up for that fiscal year to take into account the RHC funding received.

[Sections 21.3.4 moved from Original Sheet 66.3]

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(N)

(N)

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

0 RULES (cont'd.)

No. 21 California Teleconnect Fund (CTF) (cont'd)

21.4 Tariffed Services Eligible for CTF Discounts

The followings services or their functional equivalents are eligible for CTF discounts.

- (a) Measured Business Service
- (b) Switched 56
- (c) Integrated Services Digital Network (ISDN) Service
- (d) T-1
- (e) DS-3
- (f) Optical Carrier Network (OCN) Point to Point Service

There is no limit on the number of subsidized lines that a participating entity may have, Eligible participants must notify the Company, as required by the CPUC, as to which CTF approved services they want discounts applied to.

[Material on this Sheet moved from Original Sheet 66.3]

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COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

**3.0 INDIVIDUAL CASE BASIS ARRANGEMENTS
SUMMARY LIST OF CONTRACTS AND DEVIATIONS**

[reserved for future use]

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

4.0 SAMPLE FORMS

PAST DUE NOTICE

Date:
Customer Name
Address
City, State zip
Account #

Dear (Customers Name):

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

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

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

Sincerely,
Customer Service Department
1- _____
Monday through Friday

_____ Pacific Standard Time

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

4.0 SAMPLE FORMS

NOTICE OF DISCONNECTION OF SERVICE

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

Dear (Customers Name):

We are writing to you in regard to the telephone account in the name of (CUSTOMER NAME) at the address (CUSTOMER ADDRESS). This account is now delinquent in the amount of (AMOUNT). This is to advise you that the telephone service at this address will be discontinued unless payment, or arrangements for payment, of the amount due is made within seven (7) days of the date of this letter. If you have any dispute as to the correct amount of you bill, you may request that Wilshire (the "Company") conduct an investigation and review the disputed amount. This request must be made in writing to WILCON, 624 S. Grand Ave., Suite 2500, Los Angeles, CA 90017. Attn: Collection Department. In order to avoid discontinuation of your telephone service while the Company investigates the disputed amount, you must make the request within (7) days of this letter. The request to investigate a disputed portion of your bill must also contain a payment of the undisputed portion of the bill, or the Company will terminate your service. The Company will not discontinue your service for failure to pay for unregulated competitive services. If there is still a disagreement following the Company's investigation and review, you may appeal the Company's determination to the Consumers Affairs Branch of the California Public Utilities Commission ("CAB"). To avoid disconnection, you must submit claim and, if the bill is not paid, deposit the amount in dispute with the CAB within seven (7) calendar days after the date the Company has notified you that the investigation and review has been completed and that such deposit must be made or the service will be interrupted. The address for the CAB is State Building, 107 South Broadway, Los Angeles, CA 90012, and the telephone number is (800) 649-7570. If you are unable to pay amount due in full at the time, you make a request that the Company agree to a deferred payment agreement. You may obtain information concerning a deferred payment agreement, and request that arrangements be instituted for a deferral payment agreement, by calling our Customer Service Department at 1-_____ during the Company's regular business hours Monday through Friday from __ to _____ Pacific Standard Time

(T)

Sincerely,
Customer Service Department
1-_____

COMPETITIVE LOCAL CARRIER, NONDOMINANT INTEREXCHANGE CARRIER

4.0 SAMPLE FORMS

DEPOSIT RECEIPTS

Date:

Customer Name

Address

City, State zip

Account #

Re: Deposit Receipt

Dear (Customers Name):

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

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

(T)

If you need to speak to a Representative, please call 1-_____.

Thank you for choosing WILCON

(T)

Sincerely,

Billing Department