TARIFF SCHEDULES

APPLICABLE to

LOCAL EXCHANGE SERVICE

OF

CURATEL, LLC

U-6610-C

COMPETITIVE LOCAL CARRIER

TARIFF CHECK SHEET

Pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

1	15th Revised	31	2nd Revised	61	1st Revised
2	1st Revised	31.1	1st Revised	62	1st Revised
3	3rd Revised	31.2	1st Revised	63	1st Revised
4	2nd Revised	32	2nd Revised	64	2nd Revised
5	2nd Revised	33	1st Revised	65	2nd Revised
6	2ndRevised	34	2nd Revised	66	1st Revised
7	10th Revised	34.1	1st Revised	67	1st Revised
8	2ndRevised	35	2nd Revised	68	1st Revised
9	5th Revised	36	2nd Revised	69	1st Revised
10	10th Revised	37	2nd Revised	70	1st Revised
11	5th Revised	38	2nd Revised	71	1st Revised
12	10th Revised	39	2nd Revised	72	1st Revised
12.1	4th Revised	39.1	1st Revised	73	1st Revised
13	6th Revised	40	2nd Revised	74	1st Revised
14	8th Revised	41	4th Revised	75	1st Revised
15	1st Revised	42	2nd Revised	76	1st Revised
16	4th Revised	43	2nd Revised	77	1st Revised
17	8th Revised	44	2nd Revised	78	2nd Revised
18	4th Revised	45	2nd Revised	78.1	1st Revised
19	8th Revised	46	2nd Revised	79	1st Revised
20	4th Revised	47	1st Revised	80	1st Revised
21	7th Revised	48	1st Revised	81	1st Revised
22	1st Revised	49	1st Revised	82	1st Revised
23	5th Revised	50	1st Revised	83	1st Revised (T)
24	4thRevised	51	1st Revised	84	1st Revised
25	1st Revised	52	1st Revised	84.1	1st Revised
26	1st Revised	53	1st Revised	85	3rd Revised
27	2nd Revised	54	1st Revised	86	2nd Revised
28	3rd Revised	55	2nd Revised	87	1st Revised
29	3rd Revised	56	2nd Revised	88	1st Revised
29.1	1st Revised	57	1st Revised	89	1st Revised
29.2	1st Revised	58	1st Revised		
30	3rd Revised	59	1st Revised		
30.1	1st Revised	60	1st Revised		

Reserved for future use

Table of Contents

Description	*Sheet*	
Title Sheet	1	
Check Sheet	1	
Table of Contents	3	
Preliminary Statement	5	
Explanation of Symbols	5	
Availability of Company's Tariff	5	
Service Area Maps	6	
Rate Schedules		
Basic Residential Service – AT&T California Areas	7	(T)
Applicability	7	
Rates	7	
Residential Packages	10	
Other Charges	13	
Basic Residential Service – Verizon Areas	14	
Applicability	14	
Rates	14	
Residential Packages	17	
Other Charges	20	
Lifeline Service	21	
Applicability	21	
Territory	21	
Rates	21	
Features and Feature Packages	21	
Special Terms and Conditions	22	
Promotional Offerings	24	
Rules	27	
Rule 1 --- Definitions	27	
Rule 2 --- Disclosures and Description of Service	30	
Rule 3 ---Service Initiation and Changes	31	
Rule 4 --- Contracts	33	
Rule 5 --- Special Information Required on Forms	34	

Table of Contents

Description	*Sheet*
Rule 6 --- Establishment and Reestablishment of Credit	36
Rule 7 --- Deposits and Advance Payments	37
Rule 8 --- Notices	38
Rule 9 --- Prorating of Bills and Billing Disclosures	40
Rule 10 --- Rendering and Payment of Bills	41
Rule 11 --- Disputed Bills Procedure	43
Rule 12 --- Discontinuance and Restoration of Service	45
Rule 13 --- Request for Old Bill	47
Rule 14 --- Temporary Service	48
Rule 15 --- Continuity of Service	49
Rule 16 --- Service Connections/Facilities on Customer Premises	52
Rule 17 --- Measurement of Service	53
Rule 18 --- Telephone Number Changes	54
Rule 19 --- Limitation of Liability	55
Rule 20 --- Use of Service	57
Rule 21 --- Responsibility of the Customer	59
Rule 22 --- Special Construction	60
Rule 23 --- Non-Routine Installation and Maintenance	61
Rule 24 --- Individual Case Base Arrangement	62
Rule 25 --- Service for the Death and Disabled	63
Rule 26 --- Emergency Telephone Number Service	64
Rule 27 --- Change of Service Providers	65
Rule 28 --- Privacy	66
Rule 29 --- Nonpublished Service; Release of Information	70
Rule 30 --- Legal Requirements for Refusal or Discontinuance of Service	75
Rule 31 --- Directories	78
Rule 32 --- Demarcation Points	79
Rule 33 --- Blocking Access to 900 and 976 Information Services	84
Rule 34 --- Consumer Affairs Branch Requests For Information	84.1
Taxes & Surcharges	85
Promotions	87
Sample Forms	88

Preliminary Statement

Curatel, LLC has been granted authority by the California Public Utilities Commission to provide competitive local exchange services within the State of California to Customers located in exchange areas served by AT&T California, and Verizon-California. This tariff contains all effective rates, terms and conditions for intrastate end-user local exchange and carrier access services originated from and terminated to central office codes assigned to Curatel, LLC. (T)

Explanation of Symbols

The following symbols are used in this tariff as described:

(C) To signify changed listings, rule, or condition which may affect rates or charges

(D) To signify discontinued material, including listing, rate, rule or condition

(I) To signify increase

(L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition

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

(R) To signify reduction

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

Availability of Company's Tariff

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

1605 W Olympic Blvd
Los Angeles, CA 90015

Service Area Maps

The Company provides competitive local exchange service in California within the service territories of AT&T California and Verizon California Incorporated. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T California and Verizon California Incorporated. (T)

2. Rate Schedules

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (T)

2.1.1 Applicability

These rates are applicable to single line local exchange residential service in areas where AT&T California is the Incumbent Local Exchange Provider. (T)

2.1.2 Rates

A) Service Establishment

Basic Installation (per line, per order):	$49.00

B) Flat-Rate Residential Line (per line, per month): $24.34

C) Long Distance Access $4.95

D) IntraLATA Toll Service (per Minute of Use)

Zone[1]	Rate per Minute
Zone 1 & 2	$0.00
Zone 3 and IntraLATA	$0.07

[1] Zone usage measurement is divided into four zones. Zones 1 and 2 are 0-12 airline miles, Zone 3 is 13-16 airline miles, and IntraLATA is 17+ airline miles.

2. Rate Schedules (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd)

2.1.2. Rates (Cont'd)

(T)

E) Roll Calling Plans

Reserved for Future Use

2. Rate Schedules (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd) (T)

2.1.2 Rates (Cont'd)

F) Calling Features

	Recurring Charge[2]	Non-Recurring Charge[3]	Per Use Charge[4]
Anonymous Call Rejection	$5.99	$7.99	
Call Forwarding	$5.99	$7.99	
Three Way Calling	$5.99	$7.99	$3.00
Speed Calling 8	$5.99	$7.99	
Call Forwarding Busy/Don't Answer	$5.99	$7.99	
Voice Mail (not available in all areas)	$5.99	$7.99	
Call Waiting	$5.99	$7.99	
Call Waiting ID	$5.99	$7.99	
Distinctive Ringing	$5.99	$7.99	
Call Return (*69)	$5.99	$7.99	$3.00
Repeat Dialing (*66)	$5.99	$7.99	$3.00
Selective Call Acceptance	$5.99	$7.99	
Selective Call Rejection	$5.99	$7.99	
Selective Call Forward	$5.99	$7.99	
Call Trace			$5.00
Caller ID and Call Name Delivery	$9.99	$7.99	
Caller ID Blocking	$0.00	$0.00	

[2] Rate applies only to customers ordering a feature after October 23, 2008.

[3] Non-Recurring Charge applies only once when one or more features are added on a monthly basis.

[4] Per-use charges apply only when the customer is not subscribed to the feature, in which case the per-month charge does not apply.

2. Rate Schedules (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd) (T)

2.1.3 Residential Packages

A) Silver/Gold/Platinum Package

(1) Package consists of:
Residential Line
Long Distance Access
Silver, Gold, or Platinum Long Distance Plan[5]

(2)	Installation Charge (Non-Recurring)	$49.00
(3)	Monthly Service Charge (Per month, per bundle)	
	(a) Silver 2010 (Grandfathered)[5]	$22.76
	(b) Gold 2010 (Grandfathered)[5]	$27.76
	(c) Platinum 2010 (Grandfathered)[5]	$32.76
	(d) Silver 2011 (Grandfathered)[5]	$25.15
	(e) Gold 2011 (Grandfathered)[5]	$30.15
	(f) Platinum 2011 (Grandfathered)[5]	$33.15
	(g) Silver 2011+ (Grandfathered)	$27.04
	(h) Gold 2011+ (Grandfathered)	$32.04
	(i) Platinum 2011+ (Grandfathered)	$36.04
	(j) Silver 2014	$29.54
	(k) Gold 2014	$34.54
	(l) Platinum 2014	$38.54

(4) 12 Month Term Plan

The customer must keep the package for 12 months. If the customer cancels after 30 days, but before the end of the term, a cancellation fee will be charged.

Monthly Discount	$3.20
Cancellation Fee	$30.00

[5] Interstate long distance rates are set forth in customer contracts.

2. Rate Schedules (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd) (T)

2.1.3 Residential Packages (Cont'd)

[RESERVED FOR FUTURE USE]

2. Rate Schedules (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd) (T)

2.1.3 Residential Packages (Cont'd)

B) Feature Packages Without Lines

The Silver/Gold/Platinum (T)
feature packages are available with the line excluded.
An allowance is given for the line.

Allowance (per month)	$24.34

COMPETITIVE LOCAL CARRIER

2. Rate Schedules (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd) (T)

2.1.3 Residential Packages (Cont'd)

C) Basico Package[6]

(1)	Package consists of: Caller ID, Call Waiting, 3-Way Calling[7] Inside Wire Maintenance	
(2)	Installation (Non-Recurring)	$7.99
(3)	Monthly Service (Per Month, per bundle)	
	On Net	$4.95
	Off Net (Excluding 3-Way Calling)	$7.95

D) Completo Package[8]

(1)	Package consists of: Caller ID, Call Waiting, 3-Way Calling, 3-Way Calling, Call Return, Call Forwarding, Call Screening, Repeat Dial, Speed Dial 8, Selective Call Forwarding, Plan Urbano, Inside Wire Maintenance[9]	
(2)	Installation (Non-Recurring)	$7.99
(3)	Monthly Service (Per Month, per bundle)	
	On Net	$9.95
	Off Net	$12.95

[6] This package is available only in conjunction with a Silver/Gold/Platinum Package.

[7] Feature substitutions may be allowed at the Company's discretion.

[8] This package is available only in conjunction with a Silver/Gold/Platinum Package.

[9] Feature substitutions may be allowed at the Company's discretion.

2. Rate Schedule (Cont'd)

2.1 BASIC RESIDENTIAL SERVICE – AT&T CALIFORNIA AREAS (Cont'd) (T)

2.1.4 Other Charges

A)	Non-Published Number (per month)	$0.99
B)	Toll Blocking (per month) [10]	$5.99[11]
C)	International Call Blocking (per month)	$5.99[12]
D)	Inside Wire Maintenance (per month)	$3.50
	(1) With Telephone Insurance (per month)	$6.00[13]
E)	Feature Activation Fee	
	(1) applies when adding any of the above features)	$7.99
F)	900 Blocking	$0.00
G)	Removal of 900 Blocking	$7.99
H)	End User Common Line	
	All Residential Lines (per month, per line)	$4.95
I)	Service Restoral Charge	
	To restore service after suspension	$29.95
J)	Change of Long Distance Provider	$15.00
K)	Change of Telephone Number	$29.95
L)	Directory Assistance (per call)	$1.50
M)	Operator Assisted Calls (surcharge)	$1.00
N)	Busy Line Verification	$3.00
O)	Busy Line Verification with Interrupt	$6.00
P)	Recovery charge (percent of bill)	9.9%

[10] For Lifeline service, there is no monthly recurring charge for Toll Blocking.

[11] Rate applies only to customers ordering the feature after Oct. 23, 2008.

[12] Rate applies only to customers ordering the feature after Oct. 23, 2008.

[13] Rate applies only to customers ordering the feature after Oct. 23, 2008.

2. Rate Schedules (Cont'd)

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS

2.2.1 Applicability

These rates are applicable to single line local exchange residential service in areas where Verizon California Inc. is the Incumbent Local Exchange Provider.

2.2.2 Rates

A) Service Establishment

Basic Installation (per line, per order):	$49.00

B) Flat-Rate Residential Line (per line, per month): $24.34

C) Long Distance Access: $6.50

D) IntraLATA Toll Service (per Minute of Use)

Zone[14]	Rate per Minute
Zone 1 & 2	$0.00
Zone 3 and IntraLATA	$0.07

[14] Zone usage measurement is divided into four zones. Zones 1 and 2 are 0-12 airline miles, Zone 3 is 13-16 airline miles, and IntraLATA is 17+ airline miles.

2. Rate Schedules (Cont'd)

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS (Cont'd)

2.2.2. Rates (Cont'd)

E) Toll Calling Plans

Reserved for Future Use

2. Rate Schedules (Cont'd)

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS (Cont'd)
2.2.2 Rates (Cont'd)

F) Calling Features

	Recurring Charge[15]	Non-Recurring Charge[16]	Per Use Charge[17]
Anonymous Call Rejection	$5.99	$7.99	
Call Forwarding	$5.99	$7.99	
Three Way Calling	$5.99	$7.99	$1.00
Speed Calling 8	$5.99	$7.99	
Call Forwarding Busy/Don't Answer	$5.99	$7.99	
Voice Mail (not available in all areas)	$5.99	$7.99	
Call Waiting	$5.99	$7.99	
Call Waiting ID **	$5.99	$7.99	
Distinctive Ringing	$5.99	$7.99	
Call Return (*69)	$5.99	$7.99	$1.00
Repeat Dialing (*66)	$5.99	$7.99	$1.00
Call Trace			$5.00
Caller ID and Call Name Delivery	$9.99	$7.99	
Caller ID Blocking	$0.00	$0.00	

[15] Rate applies only to feature ordered after October 23, 2008.

[16] Non-Recurring Charge apples only once when one or more features are added on a monthly basis.

[17] Per-use charges apply only when the customer is not subscribed to the feature, in which case the per-month charge does not apply.

** Call Waiting ID requires purchase of Call Waiting and Caller ID.

2. Rate Schedules (Cont'd)

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS (Cont'd)

2.2.3 Residential Packages

A) Silver/Gold/Platinum Package

(1) Package consists of:

Residential Line
Call Waiting[18]
Three-Way Calling
Long Distance Access
Silver, Gold, or Platinum Long Distance Plan[19]

(2)	Installation Charge (Non-Recurring)	$49.00
(3)	Monthly Service Charge (Per Month, per bundle)	
	(a) Silver (grandfathered)[20]	$25.00
	(b) Gold (grandfathered)[21]	$30.00
	(c) Platinum (grandfathered)[22]	$35.00
	(d) Silver (grandfathered)	$27.19
	(e) Gold (grandfathered)	$32.19
	(f) Platinum (grandfathered)	$35.19
	(g) Silver 2014	$29.34
	(h) Gold 2014	$34.34
	(i) Platinum 2014	$37.34

(4) 12 Month Term Plan
The customer must keep the package for 12 months. If the customer cancels after 30 days, but before the end of the term, a cancellation fee will be charged.

Monthly Discount	$ 3.37
Cancellation Fee	$30.00

[18] Feature substitutions may be allowed at the Company's discretion.

[19] Interstate long distance rates are set forth in customer contracts.

[20] Grandfathered 1/23/2009

[21] Grandfathered 1/23/2009

[22] Grandfathered 1/23/2009

2. Rate Schedules (Cont'd)

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS (Cont'd)

2.2.3 Residential Packages (Cont'd)

[RESERVED FOR FUTURE USE]

2. Rate Schedules (Cont'd)

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS (Cont'd)

2.2.3 Residential Packages (Cont'd)

B) Feature Packages Without Lines

The Silver/Gold/Platinum feature packages are available with the line excluded. An allowance is given for the line. (T)

Allowance (per month)	$24.34

2. Rate Schedules

2.2 BASIC RESIDENTIAL SERVICE – VERIZON AREAS (Cont'd)
2.2.4 Other Charges

A) Non-Published Number (per month)	$0.99
B) Toll Blocking (per month) [23]	$2.99
C) Inside Wire Maintenance (per month)	$3.50
(1) With Telephone Insurance (per month)	$4.50
D) Feature Activation Fee (applies when adding any of the above features)	$7.99
E) 900 Blocking	$0.00
F) Removal of 900 Blocking	$7.99
G) End User Common Line All Residential Lines (per month, per line)	$6.50
H) Service Restoral Charge To restore service after suspension	$29.95
I) Change of Long Distance Provider	$15.00
J) Change of Telephone Number	$29.95
K) Directory Assistance (per call)	$1.50
L) Operator Assisted Calls (surcharge)	$1.00
M) Busy Line Verification	$3.00
N) Busy Line Verification with Interrupt	$6.00

[23] For Lifeline service, there is no monthly recurring charge for Toll Blocking.

2. Rate Schedules (Cont'd)

2.3 LIFELINE SERVICE

2.3.1 Applicability:

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

2.3.2 Territory:

Within the base rate areas of all exchanges as shown and defined in AT&T California's and Verizon California's current and effective tariffs on file with the CPUC. (T)

2.3.3 Rates:

(D)

A) Service Establishment (per line, per order)	$10.00
B) Flat Rate Service Charge[24]	
(per line, per month, AT&T areas)	$6.84
(per line, per month, Verizon areas)	$6.84
C) Measured Rate Service Charge[25] (per line, per month)	$3.66
D) Measured Local Calls Exceeding 60 per month (per message)	$0.08
E) Toll Blocking	$0.00

2.3.4 Calling Features and Feature Packages

Features and Feature Packages are available at the normal residential rates (sections 2.1.2 F, 2.1.3B, 2.2.2F and 2.2.3B).[26] (T)

(D)

[24] Includes Unlimited Calling Between Points in Customer's Local Calling Area.
[25] Includes 60 calls between points in Customer's Local Calling Area.
[26] If the customer orders Lifeline (separately) with a package that already includes a residential line, a discount for the residential line portion of the package will be made . (T)

2. Rate Schedules (Cont'd)

2.3 LIFELINE SERVICE (Cont'd)

2.3.5 Special Terms and Conditions:

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

B) Lifeline service is provided only to the Customer's principal residence. Subsidized lifeline telephone service is permitted on only one residential line in a household unless there is a qualifying disabled customer. Unlimited un-subsidized lines are permitted in addition to one lifeline telephone service line.

C) Customers to and Applicants for Lifeline service must certify, on a form to be provided by the Company at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided before Lifeline service will be provided.

2.3 LIFELINE SERVICE (Cont'd)

2.3.5 Special Terms and Conditions: (Cont'd)

D) Income Limitation:

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

2. Rate Schedules (Cont'd)

2.4 PROMOTIONAL OFFERINGS

2.4.1. Employee Concession

Long distance calls
will be billed at the employee rates. This cannot be combined with any other promotion. (D)

2.4.2 $10 Promotion

All new customers who sign 12-month contracts between 1/28/2011 and 2/28/2011 will receive a $10 one-time discount. (D)

2. Rate Schedules (Cont'd)

Reserved

2. Rate Schedules (Cont'd)

Reserved

3. Rules
Rule 1 — Definitions

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

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

CLC: Competitive Local Exchange Carrier

Commission: California Public Utilities Commission.

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

Company: Curatel, LLC

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

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

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

3. Rules

Rule 1 — Definitions (Cont'd)

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

Date of Presentation: The earlier of the date of deposit in U.S. Mail (postmark) or the date of delivery in person.

Day: Calendar day unless otherwise indicated.

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

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

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

End User: A person or entity that subscribes to any Local Exchange Service offered under this this Tariff.

Exchange Carrier: Denotes any company providing switched communications within an exchange area.

Holiday: Includes New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Incumbent LEC: Any of the following local exchange carriers: AT&T California, Verizon California, Inc., Roseville Telephone Company, or Citizens Telecommunications Company of California, Inc. (T)
Interexchange carrier: A provider of telecommunications service between local calling areas.

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

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

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

Intrastate Communications: Any communications that originates and terminates within the state of California and is subject to oversight by the California Public Utilities Commission.

IntraLATA Communications: Any communications that originates and terminates within the same LATA (defined below).

3. Rules

Rule 1 — Definitions *(cont'd)*

Joint User: An individual or entity authorized by the Company and the Customer to share in the use of a Customer's Local Exchange Service.

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

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

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. AT&T California's local calling area/zone descriptions can be found in AT&T California's Cal. P.U.C. No. A5, Section 5.2.1. Verizon California's local calling area/zone descriptions can be Found in Cal. P.U.C. No. A28, Section III-B. (T)

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

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

3. Rules

Rule 1 — Definitions (Cont'd)

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

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

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

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

Service Commencement Date: The first date, on or after the requested due date on which the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer used the service or facility.

Service Order: The oral, written or electronic request for services, by the Customer and the Company in the format devised by the Company. Such a request for service by the Customer and the acceptance of the request by the Company initiate the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's service without an executed Service Order, such use will constitute a request by the Customer for service.

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

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

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

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

3. Rules

Rule 1 — Definitions (Cont'd)

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

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

3. Rules

Rule 2 --- Disclosures and Description of Service

A. The Company undertakes to furnish business and residential communication services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

B. Service is offered for local and long distance calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 2 of this tariff. Rates vary based on whether the Customer is located in areas also served by AT&T California, Verizon California. (T)

C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.

E. The Company shall provide the following upon request by any customer or other member of the public:

1. The Company's legal name, its designated utility number (Cal. PUC U-number), and the names under which the Company offers regulated telecommunications service in California.

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

3. The address and toll-free telephone number of the Commission's Consumer Affairs Branch ("CAB"), and if the request is related to a complaint, an explanation that a consumer may contact CAB for assistance if he or she is not satisfied with the carrier's handling of his or her complaint.

4. A description of customers' privacy rights and how the Company handles confidential customer information.

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

3. Rules

Rule 2 --- Disclosures and Description of Service (Cont'd)

F. Employee Identification:

1. The Company shall prepare and issue to every employee who, in the course of his or her employment, has occasion to enter the premises of subscribers or applicants for service, an identification card in a distinctive format having a photograph of the employee. The Company shall require every employee to present the card upon requesting entry into any building or structure on the premises of an applicant or subscriber.

2. The Company shall require its employees to identify themselves at the request of any applicant or subscriber during a telephone or in-person conversation, using a real name or other unique identifier.

3. The Company shall not misrepresent, or allow its employees to misrepresent, its association or affiliation with a telephone carrier when soliciting, inducing, or otherwise implementing the subscriber's agreement to purchase products or services, and have the charge for the product or service appear on the subscriber's telephone bill.

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

3. Rules

Rule 3 --- Service Initiation and Changes

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

A. The Company shall provide Applicants initiating basic service, including adding additional lines to existing accounts with the following information whenever applicable:

1. Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs.
2. Availability and effect of freezing the pre-subscribed carrier assigned to the account.
3. Availability and effect of restricting toll calling.
4. Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services.
5. Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate.
6. Availability and effect of blocking non-presubscribed carrier (e.g., third party) charges from being billed on the telephone bill.
7. Availability and effect of Caller ID blocking options
8. Availability and rates for the least expensive service meeting the customer's needs.
9. Any other information necessary to enable consumers to make informed choices among services and providers.

B. New service or changes in service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires. The Company shall clearly disclose during the sales transaction, whether in-person or otherwise, customer's right to cancel a term contract within 30 days after the new service is initiated.

C. For services offered on a tariffed basis, the Company shall provide the customer a written confirmation of the order at the point-of-sale for in person transactions, and, for any other transactions, not later than seven days after it is accepted, or seven days after the Company is notified of the order originated through another carrier. The confirmation shall be in a minimum of 10-point type, shall include the key rates, terms and conditions for each service ordered, and shall conform to the same requirements as set forth in Rules 3.J. and 3.K below. Ambiguities in any agreement will be construed against the Company. The letter must be in the language in which the sale was made.

3. Rules

Rule 3 --- Service Initiation and Changes (Cont'd)

D. For services offered on a non-tariffed basis, the Company shall provide the customer with a written contract at the point-of-sale for in person transactions, and, for any other transactions, not later than seven days after the order is accepted. The contract shall be in a minimum of 10-point type and shall include all applicable rates, terms and conditions for each service ordered. Key rates, terms and conditions shall be highlighted (e.g., printed in larger or contrasting type, underlined, bolded, enclosed within text boxes, or some combination of those or other comparable methods), either in the contract or in an accompanying summary document. Contracts, which include summary documents or referenced material when used, shall conform to the same requirements as set forth for service agreements, contracts and solicitations in Rules 3.J. and 3.K. below. Ambiguities in any contract will be construed against the Company.

E. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial. The Company may not deny service for failure to provide a social security number. Whenever a Company requests a consumer's social security number, the Company shall inform the consumer that providing it is optional and that failure to provide it is not cause for denying service. Where a potential customer chooses not to provide a social security number, the company may request other identification information sufficient to enable the Company to verify identity and run a credit check.

F. The Company shall not make any change or authorize a different telephone corporation to make any change in the provider of any of customer's telephone service for which competition has been authorized of a telephone customer without the customer's authorization.

G. If a customer cancels service, the Company shall not re-establish service for that customer without a new customer authorization. Authorization may not be founded upon any term in an agreement for service that binds customer to again take service from the Company.

H. Charges for non-subscription pay-per-use features are not authorized unless customer knowingly and affirmatively activates the service by dialing or some other affirmative means. Remaining on the line, or failing to remain on-hook for a sufficient time, or any other ambiguous action, shall not in itself constitute authorization; an unambiguous, associated, affirmative action is required.

I. All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative customer authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

J. Any written authorization for service shall be a separate document from any solicitation materials, and such written authorization may not constitute entry forms for sweepstakes, contests, or any other program that offers prizes or gifts.

3. Rules

Rule 3 --- Service Initiation and Changes (Cont'd)

J. All Company offers and statements about rates and services shall not be deceptive, untrue or misleading. All terms of any written confirmation, authorization, order, agreement or contract shall be unambiguous and legible, and written in a minimum of 10-point type. When disclosure of qualifying information (including key rates, terms and conditions) is necessary to prevent an offer from being deceptive, untrue or misleading, that information shall be clear and conspicuous.

K. Service agreements or contracts may not incorporate other information by reference, except for (1) terms and conditions from Commission-approved tariffs, (2) information contained in referenced material (e.g., brochures) written in a minimum of 10-point type that is provided simultaneously with the service agreement or contract, and (3) information that is used with formulae identified in the agreement or contract in order to calculate the applicable rate or charge, where all necessary components are readily available from the Company at no charge. In each case reference to specific terms and conditions is permitted provided that the specific document (tariff section or other publication) containing such terms and conditions is cited in the service agreement or contract, an Internet web site address where the specific document can be found is provided, and printed copies of the referenced document are available on request at no charge. If the formulae are used to establish a rate in a term contract, that rate shall not change during the duration of the contract.

Cancellation of Application for Service:

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

N. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

O. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it other wise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. This charge will however not exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

P. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

3. Rules

Rule 3 --- Service Initiation and Changes (Cont'd)

Cancellation of Service:

Q. The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement, except as provided above.

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

Termination Liability:

S. Except as provided above, unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

a. the balance of the total billing payable during the life of the term, or

b. the difference between the charges billed for the selected term plan and the charges that would have been billed for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.

T. Prepaid Calling Cards and Services:

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

3. Rules

Rule 4 --- Contracts

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

3. Rules

Rule 5 --- Special Information Required on Forms

A. Customer Bills

1. The Company's bills shall be clearly organized and may only contain charges for products and services the purchase of which customer has authorized. Charges for non communications-related products and services may be included in a telephone bill, or in the same envelope as a telephone bill, only if they meet the requirements of Part 4, entitled Rules Governing Billing for Non-communications-Related Charges, of the Commission's General Order 168.

2. The Company name, as well as any other service provider, shall be identified on each customer bill, according to Commission Decision 00-03-020 as modified by D.00-11-015 and Commission General Order 168, Part 2, Rule 6(b). Each bill will prominently display a toll-free number for service or billing inquiries and disputes, together with an address where the Customer may write or e-mail to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

   a. When the bill shall be paid by the Customer to the Company;

   b. Billing detail, including the period of service covered by the bill;

   c. Payment due date;

   d. Late payment charges and when they will be applied;

   e. How the Customer may pay the bill;

   f. How to contact the Company with questions about the bill; and

   g. If a Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services then, the bill will include a toll-free number for service or billing inquires.

   The current address and toll-free number for billing inquiries are:

   Curatel, LLC
   1605 W Olympic Blvd, Suite 600
   Los Angeles, CA 90015
   (866) 287-2366

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

3. Rules

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

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

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

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

Federal Communications Commission
Mail Stop 1600 A2
Washington, D.C. 20554
Consumer Complaints
445 12th Street, SW
Washington, D.C. 20554
or at: fccinfo@fcc.gov
or call: Toll Free: 1-888-225-5322
TTY: 1-888-835-5322

** The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming") at its address above.*

The California Public Utilities Commission requires all telecommunications carriers to follow certain consumer protection rules. Your rights and those rules are available on the Commission's web site, linked from www.cpuc.ca.gov."

3. Rules

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

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

5. Each bill will clearly and conspicuously identify any change in service provider, including identification of charges from any new service provider. For purposes of this rule, "new service provider" means a service provider that did not bill the customer for service during the service provider's previous billing cycle. This definition shall include only providers that have continuing relationships with the subscriber that will result in periodic charges on the subscriber's bill until the service is canceled. The billing presentation rules apply equally to Company bills presented via e-mail or Internet.

6. Bills will include the amount being charged for each product or service, and a clear and concise description of the service, product, or other offering for which a charge has been imposed. The description must be sufficiently clear in presentation and specific in content so that customers can accurately assess that the services for which they are billed correspond to those that they have requested and received, and that the costs assessed for those services conform to their understanding of the price charged.

7. Where a telephone bill contains both charges for basic residential or single line business service and other charges, the bill will distinguish between charges for which non-payment will result in disconnection of basic residential or single line business service, and charges for which non-payment will not result in such disconnection. The Company must explain this distinction to the customer, and must clearly and conspicuously identify on the bill those charges for which nonpayment will not result in disconnection of basic residential or single line business service.

8. All mandated government taxes, surcharges and fees required to be collected from customers and to be remitted to federal, state or local governments shall be listed in a separate section of the telephone bill entitled "Government Fees and Taxes," and all such charges shall be separately itemized. This section of the bill shall not include any charges for which the Company is not required to remit to the government the entire amount collected from customers. The Company shall not label or describe non-government fees or charges in a way that could mislead customers to believe those charges are remitted to the government.

3. Rules

Rule 6 --- Establishment and Reestablishment of Credit

A. Each application for service shall provide credit information satisfactory to the Company or pay a deposit. Deposit shall not be required if the applicant:

1) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.

2) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier.

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

4) The Company shall not require, for its own benefit, a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

3. Rules

Rule 7 --- Advance Payments and Deposits

A. Advance Payments:

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

B. Deposits:

1) The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

2) The Company will use generally accepted credit criteria to determine the need for deposits.

3) Deposits establishing or re-establishing basic service shall be no greater than twice the estimated or typical monthly bill for recurring and usage charges for basic service. In the event the customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer. The Company may require an additional deposit for services it provides other than basic service.

4) Deposits will be refunded with interest within 30 days after discontinuance of service or after prompt and timely payment of all charges for 12 consecutive months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year. The Company shall refund deposits associated with other services not later than 120 days after service is discontinued.

3. Rules

Rule 8 --- Notices

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

A. Changes to Rates, Terms or Conditions:

1) Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. Customers shall be advised of optional service plans in writing as they become available.

2) The Company shall notify all affected customers at least 25 days in advance of every proposed change in its customers' service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The customer notice shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed", and shall describe the current and proposed rates, terms or conditions, as appropriate. Where required by D.02-01-038 (or General Order 96-B, when issued), the notice must also describe the reason for the proposed change to a rate or charge and state the impact of the change in dollar and percentage terms.

3) No Company initiated change in a term contract that may result in more restrictive terms or conditions is enforceable unless the change is otherwise allowed by applicable law and the change is also communicated to the subscriber in a written notice 25 days prior to the change taking effect. Such notice shall present in a clear and conspicuous manner the current term or condition, the change being made in that term or condition and following statement: "The terms of your contract have changed, and you may terminate it within 30 days from the effective date of the change without penalty." If the subscriber terminates service within 30 days from the effective date of the change, the subscriber shall not be assessed any otherwise applicable early termination penalty. A Company may not use this contract change provision to change term-contract rates or charges.

4) Should the Company provide information to a consumer that is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

1) Notice by customers:

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

3. Rules

Rule 8 --- Notices *(cont'd)*

B. Discontinuance of Service Notice (cont'd)

2) Notice by Company

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

a. Company's name;

b. Customer's name, address, and telephone number(s) associated with delinquent account.

c. Information sufficient for customer to identify what service(s) are to be terminated, and the

d. Amount that is delinquent. If applicable, the minimum amount that must be paid to retain basic service.

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

f. The toll-free telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.

g. The telephone number of the CAB where the Customer may direct inquiries

h. Notification that local service may not be discontinued for nonpayment of unregulated competitive services.

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

C. Regarding Change in Ownership or Identity

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

3. Rules

Rule 8 --- Notices *(cont'd)*

D. Customer Transfers:

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

E. Service Withdrawal:

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

F. Rules for Company Notices

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

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

3. Rules

Rule 9 --- Prorating of Bills and Billing Disclosures

A. The Company shall prorate charges for basic service for partial months. Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

B. The Company shall provide the following upon request by any subscriber, including any former subscriber for whom, in the judgment of either the Company or the Subscriber, charges or credits are still pending:

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

2) A toll-free telephone number the customer may call to reach the Company, and the Company's post office address to which the customer may write, for inquiries, disputes and complaints related to the bill or to any other aspect of the customer's service.

3) For any charges the Company has placed on the bill on behalf of any other entity, but for which the Company does not handle inquiries, disputes and complaints, the name of the other entity, a toll-free telephone number the customer may call, and a post office address to which the customer may write, for inquiries, disputes and complaints related to those charges will be provided.

C. The Company, and those entities to which it refers requests, must arrange to accept requests described in B above within a reasonable time and without excessive waiting intervals or rejections for lack of staffing and facilities. Telephone lines used to take complaint, dispute and repair calls should give access to a Company representative as quickly and reliably as lines the Company uses for incoming sales calls. Under most circumstances, the Company must be able to respond real-time or within three business days. Responses must be provided in writing if so requested

Rule 10 --- Rendering and Payments of Bills

A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.

B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.

C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Whenever the amount owing from a prior period exceeds $30, all charges not paid in full within twenty-two (22) days after the date the bill was mailed may be considered delinquent and subject to a late fee of the greater of $10 or 1.5% per month on the overdue balance . The Payment Due Date for each bill will be prominently displayed on the Customer's bill and will be at least twenty-two (22) days after the Date of Presentation.

D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first class mail. If the requested payment is not made within 5 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.

E. The Company will credit payments effective the business day payments are received by the Company.

F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

G. Customers may, at their option, pay one-time installation charges in three monthly installments. Customers choosing this option will be subject to a convenience fee of $10 for each installation charge paid in installments.

3. Rules

Rule 10 --- Rendering and Payments of Bills *(cont'd)*

B. A bill will not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill, with the following exception: five months for collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

C. Any objections to over-billing must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

3. Rules

Rule 11 --- Disputed Bills Procedure

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

1) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount. The Company shall reach a determination and communicate it to the customer within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the customer prevails, then no late charge or penalty may be imposed on the amount in dispute.

2) The Company may not disconnect service to customer for non-payment of a disputed amount before seven calendar days after the date the Company notifies customer in writing of the results of its investigation. In no event shall the Company disconnect service for non-payment of a disputed amount prior to the due date shown on the bill.

3) The Company may not disconnect service to a customer for nonpayment of a disputed amount if the customer has: (a) submitted a claim to the Commission's Consumer Affairs Brach ("CAB") for informal review, and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.

4) The Company shall not provide, as a term or condition of service, for a choice of law other than that of California, for a forum for the adjudication of disputes located in a county other than the California county in which the customer is billed or which is the customer's primary place of use of the service, or for any limitation of the right of a customer to bring complaints to the Commission or any other agency. The Company shall not hold a customer liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

5) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 22 days after the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

6) If there is still disagreement after the investigation and review by a manger of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

3. Rules

Rule 11--- Disputed Bills Procedure *(cont'd)*

7) The Company shall respond to CAB's requests for information within ten (10) business days.

8) CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.

9) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

10) Customers may contact CAB at:

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

www.cpuc.ca.gov
1-800-649-7570
TDD: 1-800-229-6846

3. Rules

Rule 12 --- Discontinuation and Restoration of Service

A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.

B. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.

C. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.

D. Basic service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8B(2) of this tariff.

E. Basic service will not be initially terminated on any day the Company's service representatives are not available to serve Customers.

F. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.

G. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information) .

H. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer.

I. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by the Commission or by the court.

3. Rules

Rule 12 --- Discontinuation and Restoration of Service *(cont'd)*

J. Basic service will not be discontinued for nonpayment of Category III services, as defined by the Commission.

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

L. 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 $35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

3. Rules

Rule 13 --- Request for Old Bill

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

Bills dated within 90 days prior to receipt of request	$1.00 per bill, plus $0.25 per telephone number in excess of 5 numbers
Bills dated more than 90 days but less than 12 months	$5.00 per bill, plus $0.25 per telephone number in excess of 5 numbers
Bills dated more than 12 months but less than 48 months	$20.00 per bill, plus $0.25 per telephone number in excess of 5 numbers

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

3. Rules

Rule 14 --- Temporary Service

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

B. The Company may agree to install temporary service for a Customer for demonstration purposes. Such service will not be continued for more than 30 days. Usage on this temporary service will be subject to the rates and regulations in this tariff.

3. Rules

Rule 15 --- Continuity of Service

A. The Company will not provide a credit allowance for interruption of service caused by the customer's facilities, equipment, or systems. If a Customer reports a service to be inoperative, but declines to release it for testing and repair, it is considered impaired, but not interrupted.

C. Credit Allowance for Interruptions

1) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2) An interruption credit allowance is determined by (I) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (II) multiplying the result of (I) by the "credit" as specified following then (III) multiplying the result of (II) by the number of stations affected.

Interruption of 24 Hours or Less —

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

3) Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

3. Rules

Rule 15 --- Continuity of Service *(cont'd)*

4) Interruptions Over 24 Hours and less than 72 hours:

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

5) Interruption Over 72 hours:

Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.

3. Rules

Rule 15 --- Continuity of Service *(cont'd)*

A. Limitation on Allowances

No credit allowance will be made for:

1) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.

2) Interruption due to the failure or malfunction of non-Company equipment.

3) Interruptions of service during any period in which the Company is not given full and free access to the premises for the purpose of investigating and correcting interruptions.

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

5) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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

3. Rules

Rule 16 --- Service Connection and Facilities on Customers' Premises

A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.

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

C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.

D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

3. Rules

Rule 17 --- Measurement of Service

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

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

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

1) Obtain the "V" and "H" coordinates for each wire center from the above- referenced NECA tariff.

2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.

3) Square each difference obtained in step (2) above.

4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).

5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) Formula:

square root of $(1/10 \text{ times } (V1 - V2)^2 + (H1 - H2)^2)$

B. Calls are measured and rounded to the higher full minute unless otherwise specified in this Tariff.

3. Rules

Rule 18 --- Telephone Number Changes

A. When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

D. The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

E. A Customer, who wishes to retain his or her existing telephone number upon changing local service providers from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding.

3. Rules

Rule 19 --- Limitation of Liability

A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of $10,000.

C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point (as defined in Rule 25), including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

E. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:

1) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

2) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the rate schedule of this tariff and/or AT&T California's tariff at Schedule Cal. P.U.C. No. A5.7, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred. (T)

3. Rules

Rule 19 --- Limitation of Liability *(cont'd)*

3) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.

4) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

5) For listing in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

F. Loss Arising From Non-Delivery of Written Messages

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

G. Errors in Information Furnished by Directory Assistance Operators

The Company shall allow a credit for errors in telephone numbers or other information furnished by AT&T California's Directory Assistance an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "0" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge. (T)

H. Temporary Suspension for Repairs

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

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or customer's service. The Company will not be liable for any damages resulting from such temporary suspension.

3. Rules

Rule 20 --- Use of Service

A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.

B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.

C. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition. 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,

3. Rules

Rule 20 --- Use of Service *(cont'd)*

F. Unauthorized Use

1) Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.

2) Service shall not be used for any purpose in violation of law.

G. Limitations Of Service

1) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.

2) 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.

3) 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 to this Tariff.

3. Rules

Rule 21 --- Responsibility of the Customer

A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

C. 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 associate with the provision of Company service.

D. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. 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.

3. Rules

Rule 22 --- Special Construction

A. Basis for Charges

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

1) nonrecurring charges;

2) recurring charges

3) termination liabilities; or

4) combination of (1), (2) and (3)

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

1) The period on which the termination liability is based is the estimated service life of the facilities provided.
2) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
   a. Costs to install the facilities to be provided including estimated cost for the
      i. Equipment and materials provided or used;
      ii. Engineering, labor, and supervision;
      iii. Transportation; and
      iv. Rights of way and/or any required easements;
   b. License preparation, processing, and related fees;
   c. Tariff preparation, processing and related fees;
   d. Cost of removal and restoration, where appropriate; and
   e. Any other identifiable costs related to the specially constructed or rearranged facilities.
3) The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

3. Rules

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

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

3. Rules

Rule 24 --- Individual Case Basis (ICB) Arrangement

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

3. Rules

Rule 25 --- Service for the Deaf and Disabled

A. The Company will provide Customers with access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with an Inter-Exchange Company.

B. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

C. Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.

D. The following Calls may be placed through the Relay Service:

   A. Calls to informational recordings and group bridging service;

   B. Calls to time or weather recorded messages;

   C. Station sent paid calls from coin telephones; and

   D. Operator-handled conference service and other teleconference Calls.

E. Liability

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

3. Rules

Rule 26 --- Emergency Telephone Number Service (911 Service)

A. Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services through arrangements with other telecommunications carriers and will not be liable for any damages relating to 911 services. The telephone user who dials the 911 number will not be charged for the call.

B. All carriers providing end-user access to the public switched telephone network shall, to the extent permitted by existing technology or facilities, provide every residential telephone connection, and every wireless device technologically compatible with its system, with access to 911 emergency service regardless of whether an account has been established. No carrier shall terminate such access to 911 emergency service for non-payment of any delinquent account or indebtedness owed to the Company.

3. Rules

Rule 27 --- Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

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

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

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

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

Slamming Complaints should be Sent to:

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

3. Rules

Rule 28 --- Privacy

A. The Company shall not make available to any unaffiliated person or corporation Customer Information that is not public without first obtaining the Customer's consent in accordance with California Public Utilities Code 2891, 2891.1, and 2893. The Company will provide each new Customer and on an annual basis for existing customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer. The Company adopts and will comply with the privacy rules set forth in Appendix B of Decision nos. 83-06-066, 83-06-073, and 83-09-061.

B. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.

C. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

3. Rules

Rule 28 --- Privacy *(cont'd)*

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

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

1. Credit Information

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

2. Calling Records

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

B. Release of Subscriber Credit Information and Calling Records

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

1 . Upon receipt of a search warrant obtained pursuant to California or federal law; or

2 Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.

3 In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or

4 Upon receiving permission of the subscriber to release the information.

3. Rules

Rule 28 --- Privacy *(cont'd)*

B. Notification to the Subscriber

1.Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be followed by written notification within twentyfour hours after the receipt of the subpoena or warrant

2.Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephones numbers, and provide the name of the agency making the request.

D. Deferral of Notification

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

2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.

3 Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

3. Rules

Rule 28 --- Privacy *(cont'd)*

4 . Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

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

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

F. Retention of Records

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

3. Rules

Rule 29 --- Nonpublished Service; Release of Information

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

APPENDIX "A"

Nonpublished Service

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

B. *Agencies authorized to receive information:*

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

2. *An agency of the federal government which is lawfully authorized to:*

   a. *Conduct investigations or make arrests for violations of the criminal laws of the United States; or*

   b. *Prosecute violations of the criminal laws of the United States; or*

   c. *Enforce civil sanctions which are ancillary to criminal statutes; or*

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

3. Rules

Rule 29 --- Nonpublished Service; Release of Information (cont'd)

e. Protect federal or foreign officials; or

f. Protect public health and safety; or

g. Conduct emergency rescue operations.

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

4. County or city 911 projects.

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

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

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

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

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

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

b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or

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

3. Rules

Rule 29 --- Nonpublished Service; Release of Information *(cont'd)*

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

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

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

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

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

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

3. Rules

Rule 29 --- Nonpublished Service; Release of Information *(cont'd)*

D. Notification of Customer

1. *The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.*

2. *When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.*

3. *If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.*

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

5. *If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.*

   If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

3. Rules

Rule 29 --- Nonpublished Service; release of Information *(cont'd)*

E. Exception for Health Officers

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

F. Release of Information to Interexchange Carriers

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

G. Retention of Records

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

H. Unsolicited Telephone Efforts

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

3. Rules

Rule 30 --- Legal Requirements for Refusal or Discontinuance of Service

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

"Appendix B"

"1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the 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 for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

"3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.

3. Rules

Rule 30 --- Legal Requirement for Refusal or Discontinuation of Service *(cont'd)*

"4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both:

(1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result and

(2) the burden of persuading the Commission that the service should be refused or should not be restored.

"5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

3. Rules

Rule 30 --- Legal Requirement for Refusal or Discontinuance of Service *(cont'd)*

"6. At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph 1 of this rule the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber.

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

"7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.

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

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

3. Rules

Rule 31 --- Directories

A. The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in the rate schedule of this tariff.

B. If the Company provides basic service in an area, it shall include, at a minimum and in addition to customer listing information, the following emergency and customer disclosure information in the alphabetical telephone directory it provides to its customers in that area. If the Company provides basic service but does not publish its own alphabetical telephone directory, it may meet the carrier-specific information requirements of this rule by ensuring that the carrier-specific information is contained in either (1) the alphabetical telephone directory that the Company causes to be delivered to its customers; or (2) written form suitable for inserting into that directory and delivered to every customer at the time, or shortly after the time, the directory is delivered.

1. The procedure which the Company will follow during emergencies, how telephone customers can best use the telephone network in an emergency situation, and the emergency services available by dialing 911.

2. Information regarding state and federal laws that protect the privacy rights of residential telephone customers with respect to telephone solicitations.

3. Telephone number(s) to contact the Company for any purpose related to a customer's account or service.

4. Instructions for reaching an operator and directory assistance.

5. Basic service rates and information, including those for Universal Lifeline Telephone Service.

6. The Company's prefixes within the directory boundaries; where each is located; and for each prefix, a list of all other prefixes that can be reached as a local call.

7. A map of California Local Access and Transport Areas (LATAs) and their locations.

8. A list of area codes (North American Numbering Plan areas) and their locations.

9. A list of international dialing codes, and instructions for making international calls.

10. Accessibility information for non-English speaking and deaf and disabled customers.

11. If the Company is required under Commission Rules to post tariffs or other customer disclosure information on the Internet, the Company's Internet address for accessing that information.

12. A clear reference to the Commission's Internet address, and toll-free phone number (866) 849-8390, of the Commission's Public Advisor where consumers may obtain a complete copy of these consumer protection rules.

3. Rules

Rule 31 --- Directories

13. Information explaining the availability and effect of Caller ID blocking options.

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

3. Rules

Rule 32 --- Demarcation Points

A. Responsibilities

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

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.
Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

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

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

2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

3. Rules

Rule 32 --- Demarcation Points *(cont'd)*

4) Exceptions:

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

(b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.

(c) Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.

(d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.

(e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

3. Rules

Rule 32 --- Demarcation Points *(cont'd)*

(f) Carrier Points of Presence ("POP"): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

C. INC Demarcation Point

1) The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.

2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.

3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.

2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

3. Rules

Rule 32 --- Demarcation Points *(cont'd)*

E. Continuous Property

1) Continuous Property is land which is

(a) wholly owned by a single individual or entity, regardless of whether the owner leases[27] all or a portion(s) of the property to another and

(b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare[28] or the property of another.

2) There are three basic types of Continuous Properties:

(a) Single-tenant commercial in which one owner or tenant occupies all building.

(b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.

(c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common[29] do not constitute Continuous Property.

---

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

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

[29] Such as townhomes and homes in gated communities.

3. Rules

Rule 32 --- Demarcation Points *(cont'd)*

3) Continuous Property

   (a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.

   (b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.

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

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

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

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

3. Rules

Rule 33 --- Blocking Access to 900 and 976 Information Services

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

3. Rules

No. 34 – Consumer Affairs Branch Requests for Information

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

B. The Company shall provide all documents and information CAB may request in the performance of its informal complaint and inquiry handling responsibilities, including but not limited to subscriber-carrier service agreements and contracts, copies of bills, Company solicitations, subscriber authorizations, correspondence between the Company and subscriber, applicable third party verifications, and any other information or documentation. The Company shall provide requested documents and information within ten business days from the date of request unless other arrangements satisfactory to CAB are made.

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

Taxes and Surcharges

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

(1) Commission mandated Public Program surcharge rates, (excluding (a) Universal Lifeline Telephone Service (ULTS) billings, (b) charges to other 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

(2) The Commission Reimbursement Fee rate (excluding (a) directory advertising and sales, (b) terminal equipment sales, and (c) inter-utility sales).

For a list of Commission Public Program surcharges and the Commission Reimbursement Fee, and the amounts, please refer to AT&T California's local exchange tariff.

Reserved for future use

Promotions

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

Sample Forms

Individual Case Basis Agreement

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between Curatel, LLC, a California corporation, or its assigns, ("CURATEL") at 1605 W Olympic Blvd, Los Angeles, California 90015, and _____ herein called "Customer"), whose address is _____ This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

1. SERVICE TERM

☐ Month-to-Month ☐1 Year ☐2 Year ☐3 Year ☐5 Year

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

2. SERVICE

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

Calling Plan _____

☐Access _____ (type) _____ (quantity)

☐Local ☐IntraLATA ☐Long Distance ☐Toll-Free ☐Calling Card

☐Point to Point - Type: _____ Quantity: _____

☐Calling Features: _____

☐Other (For Internet Service use Internet Agreement): _____

(b) ICB Arrangement (specific ICB rates must be listed) _____

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

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

TERMS AND CONDITIONS CONTINUE ON REVERSE

By Signing This Form, I Agree To Pay All Charges Incurred On My CURATEL Account, Including Any Applicable Federal State Or Local Use, Excise, Sales, Privilege Taxes, Duties Or Similar Liabilities By The Stated Due Date And To Adhere To All Of The Terms And Conditions Set Forth In This Agreement. Further, I Represent That I Am Authorized To Approve And Accept The Responsibility Of The Terms And Conditions Herein.

CURATEL	**CUSTOMER:** **Company / Organization Name** _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Sample Forms *(cont'd)*

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

(date)

Customer Name
Customer Address
Customer telephone number and/or account number

Dear (Customer):

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

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

Accounts Payable
Curatel
1605 W Olympic Blvd, Suite 600
Los Angeles, CA 90015

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

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your Curatel representative at 1-800-(287)-(2366).

(Service Representative)
Curatel,