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April 1, 2008 Via E-Filing

Ms. Renee Jenkins, Commission Secretary

**Docketing Division** 

Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor

Columbus, Ohio 43215

RE: Working Assets Funding Service, Inc. d/b /a Credo Long Distance

Application to Detariff - Case No. 08-0315-TP-ATA

Dear Ms. Jenkins:

Attached for filing on behalf of Working Assets Funding Service, Inc. d/b/a Credo Long Distance is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD. Included with this filing is a replacement tariff, P.U.C.O. Tariff No. 2, which cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 1 currently on file with the Commission. The Company respectfully requests an effective date of April 1, 2008 for this filing.

The following items are included with this filing:

Application Form for Detariffing and Related Actions

Exhibit A - Existing IXC tariff, P.U.C.O. Tariff No. 1

Exhibit B - Proposed replacement tariff, P.U.C.O. Tariff No. 2

Exhibit C - Summary of Changes

Exhibit D - Explanation of Compliance

Exhibit E - Customer Notice

Exhibit F - Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (407) 740-3005 or via email to <a href="mailto:mbyrnes@tminc.com">mbyrnes@tminc.com</a>. Thank you for your assistance.

Sincerely,

Monique Byrnes, Consultant to

Working Assets Funding Service, Inc.

MB/sp

Attachments

cc: J. Parker – Working Assets file: Working Assets - OH

tms: OHi0801

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matt	er of the Application of		)	TRF Dock	et	_	TP ·	
Working A	Assets Funding Service,	Inc. d/b/a Credo Long	)	Case No.	08-	- 0315	тр .	- ATA
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related to the	ne Implementation of Ca	se No. 06-1345-TP-ORD	_ )	fields BLAN	K			
Name of R	egistrant(s)	Working Assets Funding	t Serv	ice Inc				
	Registrant(s)	Credo Long Distance	5 501 1	<u> </u>				
	Registrant(s)	101 Market Street, Suite	700.5	San Franci	sco. CA 9410	35		
	Web Address	www.credolongdistance.						
	Contact Person(s)	Monique Byrnes, Consul		Phone	407-740-30	05 Fax	407-7	40-0613
		Address <u>mbyrnes@tmir</u>						
		Jean Parker, Assoc. Legs Counsel		Phone	415-369-20	53 Fax	415-3	71-1048
Address (if	different from above)			<del></del>				
Consumer	Contact Information	Jean Parker, Assoc. Lega	al Cou	unsel		Phone	415-3	69-2053
Address (if	different from above)							
	<del>-</del>	<del></del>						
Part I – Ta								
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	& Business Toll Service	es escribe in detail in Exhibit						
Part II – E		escribe in detail in Exhibit	, C)					
		are required for all file	inge r	icina thic	form			
	Identified As:	Description of Requi						
	Exhibit A	The existing affected						
	Exhibit B	The proposed revised						
	Exhibit C	Matrix or narrative su		<del></del>	hanges prop	osed in the	applica	tion, and/or
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<b></b>		regarding disclosure of						
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		6-05(G)(4), a	and/or	•	· ·	<b>*</b> -		
		<ul> <li>copy of other</li> </ul>	mater	rials and p	ublications t	o be used to	o comp	ly with 4901:1-
		6-05(G)(3).						
$\boxtimes$	Exhibit E	One-time customer no						
		4901:1-06-16(B), inc					ıformat	tion regarding
		such services as requi						
$\boxtimes$	Exhibit F	Affidavit that the Cus	tomer	r Notice de	escribed in E	xhibit C ha	s been	sent to
		Customers.						

#### **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Working Assets Funding Service, Inc. d/b/a Credo Long Distance, and am authorized to make this statement on its behalf.

I, Monique Byrnes, Consultant to Working Assets Funding Service, Inc. d/b/a Credo Long Distnace, attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2008 at Maitland, FL 32751

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

I, Monique Byrnes, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*Monique Byrnes, Consultant April 1, 2008

Send your completed Application Form, including all required attachments as well as the required number of copies,

**Public Utilities Commission of Ohio Attention: Docketing Division** 180 East Broad Street, Columbus, OH 43215-3793

Make such filing electronically as directed in Case No 06-900-AU-WVR

<sup>\*</sup>Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

# Working Assets Funding Service, Inc. d/b/a Credo Long Distance

# EXHIBIT A

# **EXISTING TARIFF**

P.U.C.O. Tariff No. 1 Original Page No. 1

Issued: November 19, 2007 Effective: November 19, 2007

This tariff, P.U.C.O. Tariff No. 1, issued by
Working Assets Funding Service, Inc. d/b/a Credo Long Distance,
replaces in its entirety P.U.C.O. Tariff No. 1 issued by
Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance

# WORKING ASSETS FUNDING SERVICE, INC. D/B/A CREDO LONG DISTANCE

REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF COMPETITIVE INTEREXCHANGE
TELECOMMUNICATION SERVICES
WITHIN THE STATE OF OHIO

P.U.C.O. Tariff No. 1 Original Page No. 2

Issued: November 19, 2007 Effective: November 19, 2007

#### CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	35	Original	*
2	Original	*	36	Original	*
3	Original	*	37	Original	*
4	Original	*	38	Original	*
5	Original	*	39	Original	*
6	Original	*	40	Original	*
7	Original	*	41	Original	*
8	Original	*	42	Original	*
9	Original	*	43	Original	*
10	Original	*	44	Original	*
11	Original	*	45	Original	*
12	Original	*	46	Original	*
13	Original	*	47	Original	*
14	Original	*	48	Original	*
15	Original	*	49	Original	*
16	Original	*	50	Original	*
17	Original	*	51	Original	*
18	Original	*	52	Original Original	*
19	Original	*	53	Original	*
20	Original	*	54	Original	*
21	Original	*	55	Original	*
22	Original	*	56	Original	*
23	Original	*	57	Original	*
24	Original	*	58	Original	*
25	Original	*	59	Original	*
26	Original	*	3)	Original	
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			
31	Original	*			
32	Original	*			
33	Original	*			
34	Original	*			
J <del>4</del>	Original				

<sup>\*</sup>New or revised pages

P.U.C.O. Tariff No. 1 Original Page No. 3

Issued: November 19, 2007 Effective: November 19, 2007

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P.U.C.O. Tariff No. 1 Original Page No. 4

Issued: November 19, 2007 Effective: November 19, 2007

# CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS AND BILLLING AGENTS

Concurring Carriers
None

Connecting Carriers
None

Other Participating Carriers
None

Billing Agents None

#### SYMBOLS USED IN THIS TARIFF

The following are the only symbols used for the purposes indicated below:

D	-	Delete Or Discontinue
I	-	Change Resulting In An Increase To A Customer's Bill
M	-	Moved To Or From Another Tariff Location
N	-	New
R	-	Change Resulting In A Reduction To A Customer's Bill
T	-	Change In Text Or Regulation But No Change In Rate Or Charge

P.U.C.O. Tariff No. 1 Original Page No. 5

Issued: November 19, 2007 Effective: November 19, 2007

#### TARIFF FORMAT

- A. Page Numbering page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1 2.1.1(A) 2.1.1(A).1 2.1.1(A).1.(a). 2.1.1(A).1.(a).I 2.1.1(A).1.(a).I. 2.1.1(A).1.(a).I.
- D. Check Pages When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

P.U.C.O. Tariff No. 1 Original Page No. 6

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 1 – DEFINITIONS AND TERMS

Certain terms used generally throughout this tariff for communications services furnished by the Company over its facilities is defined below.

Automatic Number Identification (ANI): The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

Commercial MTS: Outbound toll services offered by the Company for large volume users.

Commission: Commission refers to the Ohio Public Utilities Commission or any succeeding agency.

Company or Carrier: Working Assets Funding Services, Inc. d/b/a Credo Long Distance.

Customer: The Customer is a person or legal entity, which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Day: From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Company-specified holidays.

Direct-Dial(ed): Describes a call dialed from a telephone number, whose long distance and/or local toll is presubscribed to the Company, without operator or automated assistance and not charged to a calling card.

P.U.C.O. Tariff No. 1 Original Page No. 7

Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

End User: End User is the person or legal entity that uses the service provided by the Company.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

Evening: From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Company-specified holidays unless a lower rate would normally apply.

FCC: Federal Communications Commission

Holidays: All Company-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

- \* Applies to Federally observed day only.
- # When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

LEC: Local Exchange Carrier

Local Toll: Calls to destinations outside the Subscriber's local calling area but within the LATA in which the call originates.

P.U.C.O. Tariff No. 1 Original Page No. 8

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Local Distribution Area: A geographically contiguous area surrounding the Carrier's serving switch location

Long Distance: Calls to destinations outside the LATA in which the Subscriber originates the call.

Night/Weekend: From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours: The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Other Common Carrier (OCC): A specialized or other type of common carrier authorized to provide domestic or international communications service

Personal Identification Number: Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or any service requiring a PIN for the purpose of accessing Service.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Presubscribed Carrier: That carrier to whom the Subscriber's local toll and/or long distance call are automatically routed by the LEC.

P.U.C.O. Tariff No. 1 Original Page No. 9

Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Rate Center: A geographically specified point used to determine mileage dependent rates.

Regular Billing: A standard bill sent in the normal Company Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges.

Residential Service: That service where: (1) the average monthly usage is no greater than 1000 minutes, and the total number of lines at the service address is less than 7; or (2) where the service is used predominantly for non-commercial purposes. Working Assets as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber.

State: "State" refers to the State of Ohio.

Subscriber: The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and thereby assumes responsibility for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number that terminates at the Customer's requested location.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

P.U.C.O. Tariff No. 1 Original Page No. 10

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 2 – GENERAL REGULATIONS

# 2.1 Application Of Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Services, Inc. d/b/a Credo Long Distance, with principal offices at 101 Market Street, Suite 700, San Francisco, CA 94105.
- 2.1.2 This Tariff applies to services furnished statewide within the state of Ohio. This Tariff is on file with the Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.
- 2.1.3 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.4 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.5 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

P.U.C.O. Tariff No. 1 Original Page No. 11

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

# 2.2 Timing of Calls

2.2.1 The subscriber's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up. Residential usage charges are rounded to the next six seconds.

#### 2.3 Calculation of Distance

- 2.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

The formula for distance calculations is:

$$\sqrt{\frac{[(V1 - V2)^{2} + (H1 - H2)^{2}]}{10}}$$

P.U.C.O. Tariff No. 1 Original Page No. 12

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

# 2.4 Undertaking Of The Company

- 2.4.1 The Company's services are furnished for communications originating at equal access points within the State of Ohio served by one or more of the certificated long distance carriers that carry the Company's long distance traffic.
- 2.4.2 The Company neither owns nor operates any long distance facility within the State of Ohio but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Company may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Company's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Company, and shall be considered a subscriber of the Company and not of any other long distance carrier.
- 2.4.3 Request for service under this Tariff shall authorize the Company to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history subject to the limitations pursuant to OAC 4901:1-5-13(A), and to refuse further service due to the late payment or non-payment by the subscriber.

P.U.C.O. Tariff No. 1 Original Page No. 13

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.5 Limitations

- 2.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff.
- 2.5.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 2.5.3 No service provided under this Tariff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.
- 2.5.4 The Company neither owns nor operates any long distance facilities but rather resells services provided by other long distance carriers. Service is offered subject to the availability of the Underlying Carriers' facilities and the provisions of this Tariff.
- 2.5.5 The Company reserves the right to block traffic to or from certain countries, cities, or exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. Company may control fraud by refusing to accept calling card, collect calling and/or third number calls that are determined to be invalid by the Company or by the Underlying Carrier.
- 2.5.6 The Company will not be liable for any consequential, incidental or indirect damages for any cause of action for negligence, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

P.U.C.O. Tariff No. 1 Original Page No. 14

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

# 2.6 Liabilities Of The Company

- 2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Company would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.6.2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's contracted Underlying Carriers' facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Rule No. 2.6.1 above.
- 2.6.3 The Company will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 2.6.4 The Company shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Company's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company.

P.U.C.O. Tariff No. 1 Original Page No. 15

Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

- 2.6 Liabilities Of The Company (Cont'd.)
  - 2.6.5 The Company will make reasonable efforts to cure any material failure to provide services caused solely by defects in the Company's and/or its Underlying Carriers' hardware, software or systems. Due to the interdependence among telecommunications companies, especially the dependence of Company processes, equipment and systems, the Company is not responsible for the failure caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premises equipment; (3) the Customer; or (4) Underlying Carriers and vendors. In addition, the Company does not ensure compatibility between Company services and other services used by Customer.

P.U.C.O. Tariff No. 1 Original Page No. 16

Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.7 Temporary Suspension For Repairs

- 2.7.1 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 service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Company will give the subscribers 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.
- 2.7.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.

#### 2.8 Establishment And Reestablishment Of Credit

2.8.1 The Company reserves the right to examine the credit record and check the references of all applicants or subscribers prior to accepting an order for new or expanded service. An unsatisfactory credit history may result in denial of service subject to the limitations contained in OAC 4901:1-5-13(A) and 4901:1-5-14.

#### 2.9 Restoration Of Service

2.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to the Company.

P.U.C.O. Tariff No. 1 Original Page No. 17

Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

- 2.10 Deposits
  - 2.10.1 The Company may collect a deposit pursuant to OAC 4901:1-5-13(B)(2)(b).
- 2.11 Reserved for future use

P.U.C.O. Tariff No. 1 Original Page No. 18

Issued: November 19, 2007 Effective: November 19, 2007

#### SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.12 Taxes

2.12.1 All federal, state and local taxes (i.e., gross receipts tax, federal/universal service fee, sales tax, municipal utilities tax) are listed as separate line items and are not included in the rates set forth in this Tariff.

#### 2.13 Notices

- 2.13.1 Unless otherwise provided by applicable Commission Rules and Orders or by these Rules, any notice from the Company to a subscriber may be given orally to the subscriber or his authorized representative, or by written notice properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the subscriber's place of address.
- 2.13.2 Unless otherwise provided by these Rules, any notice from any subscriber to Company may be given orally to Company by the subscriber, or any authorized representative, or by written notice properly addressed and mailed to Company.

### 2.14 Usage Charges

2.14.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges that are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

#### 2.15 Billing Date

2.15.1 The billing date is dependent on the billing cycle assigned to the subscriber.

P.U.C.O. Tariff No. 1 Original Page No. 19

Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.16 Bill

- 2.16.1 Bills will be received by US Mail or, upon customer request, via the Internet. Bills may be paid by mail or with Company concurrence, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.
- 2.16.2 The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will the Company issue bills less frequently than once every three months.
- 2.16.3 In the event of a billing dispute, all undisputed portions of the bill must be remitted by the date specified on the invoice.
- 2.16.4 Company's bill and billing practices will comport with OAC 4901:1-5-15.

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Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.17 Return Check Fee

2.17.1 A charge as set forth in Section 4, or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

#### 2.18 Late Charges

2.18.1 Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge on the delinquent amount. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

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# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.19 Cancellation For Cause

#### 2.19.1 The Company will:

- (A) Disconnect for nonpayment pursuant to OAC 4901:1-5-17(B), (K), and (L),
- (B) Disconnect with notice in cases not involving nonpayment pursuant to OAC 4901:1-5-17(D) and (E),
- (C) Disconnect without notice in cases not involving nonpayment pursuant to OAC 4901:1-5-17(G),
- (D) Reconnect service pursuant to OAC 4901:1-5-17(M) and Section 2.20 of this tariff.

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# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.20 Reconnection Fee

2.20.1 Customers whose service has been blocked for non-payment are subject to a reconnection fee as set forth in Section 4 for restoration of service.

#### 2.21 Subscriber Responsibilities

The Subscriber is responsible for the payment of charges incurred by any use of the service via the telephone number for which the Subscriber has chosen the Company as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber. The Subscriber is responsible for preventing the unauthorized use of such service, and for the payment of charges incurred by any unauthorized use of the service. Also, the Subscriber is responsible for compliance with this Tariff.

#### 2.22 Disconnection Of Services

To cancel service with the Company, the Subscriber must call 1-800-788-0898. However, the Subscriber will continue billing with the Company until the Subscriber's LEC ceases sending the Subscriber's calls to the Company. To ensure calls are no longer sent to the Company by the LEC, the Subscriber must: (1) choose another long distance provider by contacting the Company of Subscriber's choice; or (2) cancel long distance service by contacting the Subscriber's LEC.

#### 2.23 Minimum Call Completion Rate

A subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).

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# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.24 Service Hours

- 2.24.1 Service is available 24 hours a day, seven days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call, except for 800 Services, where calls will be rated according to the time at the point of termination. The evening rate shall also apply for 24 hours on Company-specified holidays as defined in Section 1.
- 2.24.2 Calls that begin in one rate period and terminate in another will be prorated accordingly.

Rate	$\mathbf{p}_{\mathbf{e}}$	ria	16	hart	
raic	10	110	uι		

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

<sup>\*</sup> To, but not including

#### 2.25 Emergency Services

2.25.1 Calls to Emergency Services are provided at no charge.

#### 2.26 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

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#### SECTION 3 – DESCRIPTION OF SERVICES

#### 3.1 General

- 3.1.1 The Company is a communications common carrier providing various intrastate communications services. Specific service offerings are described below.
- 3.1.2 Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the Underlying Carrier is made by the Company. Switched Access Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

#### 3.2 Service Offerings

#### 3.2.1 Calling Card Service

Calling Card Service enable the End User to originate a call from a touch tone telephone by dialing a Toll Free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

# 3.2.2 Directory Assistance

DA allows Customers to dial the area code plus 555-1212 to obtain phone numbers for end users who have their phone number publicly listed in that area code. Customers can receive up to two numbers per request to DA. DA charges apply whether or not DA furnishes the requested number(s), e.g. the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers. When more than one listing is desired, the Customer must state that two listings are desired at the beginning of the call whether speaking with a live operator or responding to a recorded message.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.2 Service Offerings (Cont'd.)

#### 3.2.3 Message Telecommunications Services (MTS)

- (A) Residential and Commercial Message Telecommunications Services (MTS) are Intercity services available for use by subscribers 24 hours a day. The subscriber's telephone line(s) are programmed by the local telephone company to automatically route "1+" and/or "10XXX" calls to the network. The various rate plans are described in Section 4.
- (B) Subscribers may originate MTS from all locations and may terminate calls in all equal access locations within the State.
- (C) All Residential MTS calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.
  - 1. New subscriptions to the Residential MTS plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### 3.2.4 Traditional Operator Services

The Company will offer Operator Service from specific originating domestic locations on the US Mainland (excluding Alaska), Hawaii and Puerto Rico/U.S. Virgin Islands, Wake and Midway Islands, Guam and the Republic of the Marshall Islands. Operator Service rates are applied regardless of the particular calling plan of the Subscriber. Different rates apply to Operator Services billed to the Company Calling Card than rates applied to Operator Service calls dialed from a phone line having the Company as its Presubscribed Carrier.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.2 Service Offerings (Cont'd.)

#### 3.2.5 Toll Free Services

- (A) Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten-digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by Customer.
- (B) 800 Service calls are originated via normal shared use facilities and are terminated via the subscriber's local exchange service access line. Toll Free Service with a Toll Free NXX is available to Subscribers as a stand-alone offering.

#### 3.3 Reserved for future use.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans

One Rate Residential Calling Plans are flat rate services offering the Customer various combinations of Direct Dial and Calling Card services. The Company offers various rate plans described below.

#### 3.4.1 Calling Plan No. 1

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock.

#### 3.4.2 Calling Plan No. 2

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock Plus. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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#### SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans (Cont'd.)

#### 3.4.3 Calling Plan No. 3

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 9 Cent Round the Clock Plus - \$4.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### 3.4.4 Calling Plan No. 4

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock-\$4.95, 5-Cent Round-The-Clock Plus-\$8.95, and 10-Cent Round-The-Clock. This service is no longer available to new subscribers, with the exception of 7-Cent Round-The-Clock-\$4.95 which will be available to new subscribers in the CIC channel only.

#### 3.4.5 Calling Plan No. 5

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock Plus -\$3.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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#### SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans (Cont'd.)

#### 3.4.6 Calling Plan No. 6

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Plan. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### 3.4.7 Calling Plan No. 7

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock -\$5.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans (Cont'd.)

#### 3.4.8 Calling Card Plan No. 2

Customers may choose this plan in place of the basic calling card rates and surcharges. No calling card surcharge is applied to these calls. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Calling Card Plan No. 1 - Available to New Subscribers.

#### 3.4.9 Calling Card Plan No. 3

Customers may choose this plan in place of the basic or calling plan calling card rates and surcharges. No calling card surcharges are applied to these calls. The surcharge for calls to Directory Assistance using this plan is \$0.95 per call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Calling Card Plan No. 2 – Available to New Subscribers.

#### 3.4.10 5-Cent Anywhere, \$5.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 5-Cent Anywhere, \$5.95. Customers also receive Calling Card and Directory Assistance Services at the rates set forth in Section 4.

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#### SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

- 3.4 One Rate Residential Calling Plans (Cont'd.)
  - 3.4.11 Reserved for future use
  - 3.4.12 Online Saver
    - (A) Those Customers who pay their bills via automatic deduction from a checking account and either (1) receive bills via e-mail or (2) receive bills via web-based billing, may receive direct dial and Calling Card service, regardless of time of day or day of week of the call.
    - (B) Customers must comply with all eligibility requirements to be able to choose this plan. If after enrolling in this calling plan the customer discontinues any one of the qualifying requirements, the customer is subject to removal from the plan, at which time s/he will automatically be returned to her/her previous billing arrangement with the Company. If the customer enrolled in the plan at the initiation of service with the Company, the customer will be transferred to the Peak Rate Calling Plan No. 1.
    - (C) This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Online Saver. This service is no longer available to new subscribers.
    - (D) New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans (Cont'd.)

#### 3.4.13 500 Value Plan

Customers selecting this Plan receive domestic direct-dial MTS Service for a fixed monthly charge that allows the Customer to use up to 500 minutes per billing period. Usage in excess of the 500 minutes is charged on a per minute of use basis as set forth in Section 4. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 500 Value Plan. Both direct-dialed interstate and intrastate minutes are debited from the 500-minutes. Calling Card and international calls are not included in the 500 minutes International calling, Calling Card Service, and Directory Assistance Services are also available for Customers subscribing to this Plan at additional charges and the Customer will be charged on a per minute basis for these services. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates. Volume and Friendship discounts do not apply to this Service. This service is no longer available to new subscribers.

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.4 One Rate Residential Calling Plans (Cont'd.)

# 3.4.14 7-Cent Anywhere, \$10 Minimum

This Service is designed for Customers who use more than \$10 a month in long distance direct-dial MTS service. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$10 Minimum. For accounts billing less than \$10.00 in toll calls per month, a monthly plan fee will apply. This service is no longer available to new subscribers.

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### 3.4.15 7-Cent Anywhere, \$3.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$3.95. Customers also receive Calling Card and Directory Assistance Services at the rates set forth in Section 4.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.5 Peak Rate Residential Calling Plans

# 3.5.1 Peak Rate Residential Calling Plan No. 1

- (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
- (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Best Hours.
- (C) Volume and Friendship discounts do not apply to Plan rate.
- (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

# 3.5.2 Peak Rate Residential Calling Plan No. 2

- (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
- (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 5-Cent Evenings and Weekends-\$4.95
- (C) Volume and Friendship discounts do not apply to Plan rate.
- (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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# SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

- 3.5 Peak Rate Residential Calling Plans (Cont'd.)
  - 3.5.3 Peak Rate Residential Calling Plan No. 3
    - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
    - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Sunday Savings
    - (C) Volume and Friendship discounts do not apply to Plan rate.
    - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.
  - 3.5.4 Peak Rate Residential Calling Plan No. 4
    - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
    - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Off-Peak Plan.
    - (C) Volume and Friendship discounts do not apply to Plan rate.
    - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

## 3.6 Pin 800 Service

Pin 800 Service provides Toll Free Service to residential customers through the use of a 4-digit Personal Identification Number ("PIN"). Multiple end users dial one toll-free number and terminate the call to the desired location by using a specific 4-digit PIN permits calls to be completed to the Customer's location without charge to the calling party. All calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

The usage for this service shall not be included in the calculation of any discount in this Tariff nor shall any discount be applied to the usage of this service.

#### 3.7 Commercial MTS Service Rates

Commercial MTS Service is billed in six-second increments after a 30 second minimum, with lesser amounts of usage rounded up to the next six seconds.

- 3.8 Reserved for future use
- 3.9 Reserved for future use.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

- 3.10 Reserved for future use
- 3.11 Business Advantage Term Plan VI
  - 3.11.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
    - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
    - (B) Term of Agreement: one year.
    - (C) Minimum Volume Commitment (MVC): \$50.00 in toll calls per month. If this volume is not reached, then monthly recurring fees as set forth in Section 4 apply.
    - (D) All plan fees are waived if billing amount is greater than \$50.00.
    - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
    - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
    - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VI.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.12 Business Advantage Term Plan VII

- 3.12.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
  - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
  - (B) Term of Agreement: one year.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
  - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VII. This plan is no longer available to new subscribers.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.13 Business Advantage Term Plan VIII

- 3.13.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
  - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
  - (B) Term of Agreement: one year.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
  - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VIII.

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# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.14 Business Non-Term Plan

- 3.14.1 By written Agreement, Commercial Service Customers may elect the Business Non-Term Plan option as described herein.
  - (A) Service Provided: All services available to commercial customers, including Dial-1, 800, Conference Calling and Calling Card.
  - (B) This plan does not require a term agreement.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached, monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Non-Term Plan.

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# SECTION 4 – RATES AND CHARGES

# 4.1 MTS Services

#### 4.1.1 Dial-1 calls

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.2100	.1600	.1300	.1500	.1200	.0900
11-22	.2200	.1700	.1400	.1900	.1400	.1100
23-55	.2500	.1740	.1500	.2300	.1600	.1320
56-124	.2700	.1840	.1700	.2600	.1810	.1500
125-292	.2800	.1970	.1700	.2800	.2000	.1700

# 4.1.2 Calling Card Services (Available to MTS Subscribers)

# (A) Calling Card Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1700	.1400	.1100	.1600	.1300	.1000
11-22	.2100	.1600	.1300	.2000	.1500	.1200
23-55	.2500	.1800	.1600	.2400	.1700	.1400
56-124	.2800	.2000	.1700	.2600	.1800	.1600
125-292	.2900	.2100	.1800	.2700	.1900	.1700

# (B) Calling Card Surcharge

Charge per call:

\$ 0.85

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.2 Peak Rate Residential Calling Plans

# 4.2.1 Peak Rate Residential Calling Plan No. 1

(A)	Dial 1	<u>Peak</u> \$0.22	Off-Peak \$0.10
(B)	Calling Card:		
	Usage	\$0.22	\$0.10
	Surcharge per call	\$0.50	\$0.50

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

#### 4.2.2 Peak Rate Residential Calling Plan No. 2

		Rate Per Minute	
		<u>Peak</u>	Off-Peak
(A)	Dial 1	\$0.10	\$0.10
(B)	Calling Card		
	Usage	\$0.50	\$0.50
	Surcharge per call	\$0.99	\$0.99

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.2 Peak Rate Residential Calling Plans (Cont'd.)

# 4.2.3 Peak Rate Residential Calling Plan No. 3

		Rate Per Minute	
(4)	D' 11	Peak	Off-Peak
(A)	Dial 1	\$0.10	\$0.10
(B)	Calling Card		
	Usage	\$0.25	\$0.25
	Surcharge per call	\$0.50	\$0.50

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

# 4.2.4 Peak Rate Residential Calling Plan No. 4

		Rate Per Minute	
		<u>Peak</u>	Off-Peak
(A)	Dial 1	\$0.206	\$0.146
(B)	Calling Card		
	Usage	\$0.20	\$0.20
	Surcharge per call	\$0.45	\$0.45

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

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Issued: November 19, 2007 Effective: November 19, 2007

# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.3 One Rate Residential Calling Plans

## 4.3.1 Calling Plan No. 1

(A) Dial 1 Rates
Rate per minute or fraction thereof \$0.25

(B) Calling Card Rates
Rate per minute or fraction thereof \$0.25
Surcharge \$0.50 per call

# 4.3.2 Calling Plan No. 2

(A) Dial 1 Rates
Rate per minute or fraction thereof \$0.10

(B) Calling Card Rates
Rate per minute or fraction thereof \$0.25
Surcharge \$0.50 per call

#### 4.3.3 Calling Plan No. 3

(A) Dial 1 Rates
Rate per minute or fraction thereof \$0.10

(B) Calling Card Rates
Rate per minute or fraction thereof
Surcharge \$0.30
\$0.50 per call

# 4.3.4 Calling Plan No. 4

(A) Dial 1 Rates
Rate per minute or fraction thereof \$0.10

(B) Calling Card Rates
Rate per minute or fraction thereof \$0.45
Surcharge per call \$0.99

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

#### 4.3 One Rate Residential Calling Plans (Cont'd.)

#### 4.3.5 Calling Plan No. 5

(A)	Dial 1 Rates	
	InterLATA rate per minute or fraction thereof	\$0.14
	IntraLATA rate per minute or fraction thereof	\$0.10

(B) Calling Card Rates Rate per minute or fraction thereof \$0.89 \$1.25 per call Surcharge

# 4.3.6 Calling Plan No. 6

(A)	Dial 1 Rates	
	Rate per minute or fraction thereof	\$0.10

(B) Calling Card Rates Rate per minute or fraction thereof \$0.45 Surcharge \$0.99 per call

#### 4.3.7 Calling Card Plan No. 2

(A)	Monthly charge:	\$1.00
(B)	Rate per minute or fraction thereof	\$0.25
(C)	Calling Card surcharge	\$0.00

# 4.3.8 Calling Card Plan No. 3

(A)	Monthly charge:	\$4.50
(B)	Rate per minute or fraction thereof:	\$0.10
(C)	Calling Card surcharges	\$0.00 per call

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

#### 4.3 One Rate Residential Calling Plans (Continued)

#### 4.3.9 Calling Plan No. 7

(A) Dial 1 Rates

Rate per minute or fraction thereof

\$0.10

(B) Calling Card Rates

Rate per minute or fraction thereof

\$0.45

Surcharge \$0.99 per call

4.3.10 5-Cent Anywhere, \$5.95.

(A) Intrastate rate: \$0.05 per minute

(B) Monthly Charge: \$5.95 per month

(C) Calling Card rate: \$0.45 per minute

(D) Calling Card surcharge: \$0.99 per call

(E) Calling Card Directory

Assistance Surcharge:

\$0.80 per call

(F) Directory Assistance: \$0.85 per call

(G) Volume and Friendship discounts do not apply to this Plan.

#### 4.3.11 Online Saver

(A)	Direct Dial	Rate Per Minute or Fraction Thereof \$0.10
(B)	Calling Card	\$0.30
(C)	Calling Card Surcharge	\$0.50 per call
(D)	Monthly Fee	\$1.00

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans (Cont'd.)

4.3.12 500 Value Plan

(A) Monthly Charge:

\$25.00 per month\*

(B) Rate Per Minute

\$0.10 per minute for each minute beyond 500

minutes in the same billing period.

\*Both direct-dialed interstate and intrastate minutes are debited from the 500-minute allocation. The allocation cannot be applied to calling card and international minutes. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates.

(C) Calling Card call rate:

\$0.45 per minute

(D) Calling Card surcharge:

\$0.99 per call

(E) Calling Card Directory

Assistance Surcharge:

\$0.99 per call

(F) Directory Assistance:

\$1.40 per call

(G) Volume and Friendship discounts do not apply to this Plan.

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans (Cont'd.)

4.3.13 7-Cent Anywhere, \$10 Minimum

(A) Intrastate rate:

\$0.07 per minute

(B) Monthly Minimum:

For accounts billing less than \$10.00 in toll calls

per month, a \$10.00 monthly plan fee will

apply.

(C) Calling Card rate:

\$0.45 per minute

(D) Calling Card surcharge:

\$0.99 per call

(E) Calling Card Directory

Assistance Surcharge:

\$0.99 per call

(F) Directory Assistance:

\$0.85 per call

(G Volume and Friendship discounts do not apply to this Plan.

4.3.14 7-Cent Anywhere, \$3.95.

(A) Intrastate rate:

\$0.07 per minute

(B) Monthly Charge:

\$3.95 per month

(C) Calling Card rate:

\$0.45 per minute

(D) Calling Card surcharge:

\$0.99 per call

(E) Calling Card Directory

Assistance Surcharge:

\$0.99 per call

(F) Directory Assistance:

\$0.85 per call

(G) Volume and Friendship discounts do not apply to this Plan.

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

#### 4.4 Discounts

#### 4.4.1 Intranetwork Discounts

- (A) For residential subscribers of mileage-based MTS, a 25% discount will be applied to those calls that terminate to other subscribers of the Company's communications services.
- (B) For commercial subscribers of mileage-based MTS, a 10% discount will be applied to those calls which terminate to other subscribers of the Company's communications services who have the same billing telephone number as the commercial subscriber.

#### 4.4.2 Other Discounts

- (A) For residential Subscribers who chose to participate in Working Asset's unique Citizen Action program, calls made to political leaders who are the subjects of an action alert in the subscriber's previous monthly invoice will be free of charge. Action alerts allow the Company's customers to express their views on issues they care about. Two such calls per day of up to five minutes in duration can be made. Calls in excess will receive a discount of 30%.
- (B) For residential Subscribers of mileage-based MTS whose total usage charges exceed \$25.00 per month a 15% discount shall be applied to all of their intrastate usage
- (C) MTS, Calling Card, and Operator Service calls from hearing-impaired Company customers using teletypewriters for residential telecommunications will be discounted in accordance with state law. Customer must provide the Company with a medical doctor's signed statement verifying his or her impairment prior to receiving discount.

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.4 Discounts (Cont'd.)

#### 4.4.3 Commercial Volume Discounts

All commercial and 800 calls not on a term plan receive the following discounts based on volume:

Gross Minute Usage	Volume Discount
0-199	0%
200-599	5%
600-1,999	10%
2,000-3,899	12.5%
3,900+	15%

#### 4.5 Toll Free Service

# 4.5.1 Usage Rates

	Rate Per Minute or Fraction Thereto		
Day	Evening	Night/Weekend	
\$0.210	\$0.210	\$0.210	

#### 4.6 Pin 800 Service

4.6.1 Monthly recurring fee of \$2.50 per account.

# 4.6.2 Usage Charge: \$.22

This usage shall not be included in the calculation of any discount in this tariff nor shall any discount be applied to the usage of this service.

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.7 Commercial MTS Service Rates
  - 4.7.1 Dial 1 and Calling Card Rates

Rate Per Minute of Fraction Thereof

<u>Day</u>

Ev/Nt/Wkend

All mileages

\$0.172

\$0.163

- 4.8 Reserved for future use
- 4.9 Reserved for future use

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.10 Business Advantage Term Plan VI
  - 4.10.1 Term of Agreement: one year.
  - 4.10.2 Usage Charges

Rate Per Minute Dial 1 Toll Free \$0.095 \$0.095

4.10.3 Directory assistance: \$ 0.75 per call

4.10.4 Minimum Volume Commitment (MVC): \$50.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

(A) Monthly plan fee: \$10.00
(B) Toll free number fee: \$10.00
(C) Validated account code fee: \$5.00

- 4.10.5 All plan fees are waived if billing amount is greater than \$50.00.
- 4.10.6 Calling Card usage rates

Rate per Minute or Fraction Thereof

InterLATA:

\$0.095

Intralata:

\$0.095

4.10.7 Calling Card Fees per call

Per call surcharge:

\$0.65

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.11 Business Advantage Term Plan VII
  - 4.11.1 Term of Agreement: one year.
  - 4.11.2 Usage Charges

4.11.3 Directory assistance: \$ 0.75 per call

4.11.4 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

(A) Monthly plan fee: \$10.00
(B) Toll free number fee: \$10.00
(C) Validated account code fee: \$5.00

- 4.11.5 All plan fees are waived if billing amount is greater than \$100.00.
- 4.11.6 Calling card rates

Rate Per Minute or Fraction Thereof

InterLATA: \$0.090 IntraLATA: \$0.090

4.11.7 Calling Card fees

Per call surcharge: \$0.65

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.12 Business Advantage Term Plan VIII
  - 4.12.1 Term of Agreement: one year.
  - 4.12.2 Usage Charges

Rate Per Minute Dial 1 Toll Free \$0.090 \$0.090

4.12.3 Directory assistance: \$ 0.75 per call

4.12.4 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

(A) Monthly plan fee: \$10.00
(B) Toll free number fee: \$10.00
(C) Validated account code fee: \$5.00

- 4.12.5 All plan fees are waived if billing amount is greater than \$100.00.
- 4.12.6 Calling card rates

Rate Per Minute or Fraction Thereof

InterLATA: \$0.090 IntraLATA: \$0.090

4.12.7 Calling Card fees

Per call surcharge: \$0.65

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.13 Reserved for future use
- 4.14 Business Non-Term Plan
  - 4.14.1 Usage Charges

4.14.2 Directory assistance:

\$ 0.75 per call

4.14.3 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

(A) Monthly plan fee: \$10.00
(B) Toll free number fee: \$10.00
(C) Validated account code fee: \$5.00

- 4.14.4 All plan fees are waived if billing amount is greater than \$100.00.
- 4.14.5 Calling Card usage charges

Rate per Minute or Fraction Thereof

InterLATA:

\$0.090

IntraLATA:

\$0.090

4.14.6 Calling Card fees

Per call surcharge:

\$0.65 per call

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.15 Directory Assistance (Available to MTS Subscribers)
  - 4.15.1 If your Calling Plan does not quote a rate for Directory Assistance, the per-call charge is \$0.85.
  - 4.15.2 A credit allowance for Directory Assistance will be provided on request if subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.
  - 4.15.3 There will be a charge for all calls dialed from directory assistance after a telephone number has been obtained.
- 4.16 Operator Services (Available to MTS Subscribers.)
  - 4.16.1 Non-Calling Card Usage Rates and Call Placement charges

We concur with Sprint Long Distance PublicFON usage rates and call placement charges as appear in Sprint's Ohio State tariff.

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.16 Operator Services (Continued)

# 4.16.2 Calling Card Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1700	.1400	.1100	.1600	.1300	.1000
11-22	.2100	.1600	.1300	.2000	.1500	.1200
23-55	.2500	.1800	.1600	.2400	.1700	.1400
56-124	.2800	.2000	.1700	.2600	.1800	.1600
125-292	.2900	.2100	.1800	.2700	.1900	.1700

# 4.16.3 Calling Card Call Placement Charges

		Charge Per Call
1.	Station-to-Station	\$1.70
2.	Collect Station-to-Station	\$2.50
3.	Third Party Station-to-Station	\$2.50
4.	Person-to-Person	\$4.80
5.	Collect Person-to-Person	\$4.80
6.	Third Party Person-to-Person	\$4.80

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# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.17 Miscellaneous Charges

# 4.17.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dialaround calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of for all such traffic. The surcharge merely passes on a charge billed to the Company by its Underlying Carrier(s) or the payphone provider.

Surcharge

\$.55 per call

## 4.17.2 Returned Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$10.00.

# 4.17.3 Reconnection Charge

Customers whose service has been blocked for non-payment are subject to a reconnection fee for restoration of service. The charge is \$10.00.

#### 4.17.1 Calling Card Surcharge

The surcharge below applies to all calls placed via Calling Card without regard to calling plan, unless the calling plan in this Tariff explicitly states otherwise.

Charge per call:

\$0.80

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#### **SECTION 5 – PROMOTIONS**

# 5.1 Promotional Offerings

From time to time, the Company may engage in special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new Services and/or increase existing Customer awareness of the Company's Services. These offerings may be limited to certain dates, times of day, and/or locations determined by the Company. The terms of national promotional offerings are set forth in the applicable interstate rate schedules governing such programs. To the extent these programs may extend to intrastate services, the terms of these national offerings will be filed below.

# Working Assets Funding Service, Inc. d/b/a Credo Long Distance

EXHIBIT B

PROPOSED REPLACEMENT TARIFF

P.U.C.O. Tariff No. 2 Original Page No. 1

Issued: April 1, 2008 Effective: April 1, 2008

This tariff, P.U.C.O. Tariff No. 2, issued by
Working Assets Funding Service, Inc. d/b/a Credo Long Distance,
replaces in its entirety P.U.C.O. Tariff No. 1 currently on file with the Commission

# WORKING ASSETS FUNDING SERVICE, INC. D/B/A CREDO LONG DISTANCE

#### REGULATIONS AND SCHEDULE OF CHARGES FOR

#### RESALE OF COMPETITIVE INTEREXCHANGE

#### TELECOMMUNICATION SERVICES

#### WITHIN THE STATE OF OHIO

This tariff describes the terms, conditions and rates applicable to the provision of regulated interexchange telecommunications services provided by Working Assets Funding Service, Inc. d/b/a Credo Long Distance in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Pricing Guide, available online at credolong distance.com or by contacting the Company at its principal place of business at 101 Market Street, Suite 700, San Francisco, CA 94105 or by calling 800-788-0898.

P.U.C.O. Tariff No. 2 Original Page No. 2

Issued: April 1, 2008 Effective: April 1, 2008

#### CHECK SHEET

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

PAGE	REVISION	
1	Original	*
2	Original	*
3 4 5	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*
19	Original	*
20	Original	*
21	Original	*
22	Original	*
23	Original	*

<sup>\*</sup>New or revised pages

P.U.C.O. Tariff No. 2 Original Page No. 3

Issued: April 1, 2008 Effective: April 1, 2008

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Issued: April 1, 2008 Effective: April 1, 2008

# CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS AND BILLLING AGENTS

Concurring Carriers None

Connecting Carriers None

Other Participating Carriers
None

Billing Agents None

#### SYMBOLS USED IN THIS TARIFF

The following are the only symbols used for the purposes indicated below:

D	-	Delete Or Discontinue
I	-	Change Resulting In An Increase To A Customer's Bill
M	-	Moved To Or From Another Tariff Location
N	-	New
R	-	Change Resulting In A Reduction To A Customer's Bill
T	-	Change In Text Or Regulation But No Change In Rate Or Charge

P.U.C.O. Tariff No. 2 Original Page No. 5

Issued: April 1, 2008 Effective: April 1, 2008

#### TARIFF FORMAT

- A. Page Numbering page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1 2.1.1(A) 2.1.1(A).1 2.1.1(A).1.(a). 2.1.1(A).1.(a).I 2.1.1(A).1.(a).I. 2.1.1(A).1.(a).I.
- D. Check Pages When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

P.U.C.O. Tariff No. 2 Original Page No. 6

Issued: April 1, 2008 Effective: April 1, 2008

#### SECTION 1 – DEFINITIONS AND TERMS

Certain terms used generally throughout this tariff for communications services furnished by the Company over its facilities is defined below.

Automatic Number Identification (ANI): The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

Commercial MTS: Outbound toll services offered by the Company for large volume users.

Commission: Commission refers to the Ohio Public Utilities Commission or any succeeding agency.

Company or Carrier: Working Assets Funding Services, Inc. d/b/a Credo Long Distance.

Customer: The Customer is a person or legal entity, which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Day: From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Company-specified holidays.

Direct-Dial(ed): Describes a call dialed from a telephone number, whose long distance and/or local toll is presubscribed to the Company, without operator or automated assistance and not charged to a calling card.

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Issued: April 1, 2008 Effective: April 1, 2008

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

End User: End User is the person or legal entity that uses the service provided by the Company.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

Evening: From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Company-specified holidays unless a lower rate would normally apply.

FCC: Federal Communications Commission

Holidays: All Company-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

- \* Applies to Federally observed day only.
- When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

LEC: Local Exchange Carrier

Local Toll: Calls to destinations outside the Subscriber's local calling area but within the LATA in which the call originates.

P.U.C.O. Tariff No. 2 Original Page No. 8

Issued: April 1, 2008 Effective: April 1, 2008

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Local Distribution Area: A geographically contiguous area surrounding the Carrier's serving switch location

Long Distance: Calls to destinations outside the LATA in which the Subscriber originates the call.

Night/Weekend: From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours: The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Other Common Carrier (OCC): A specialized or other type of common carrier authorized to provide domestic or international communications service

Personal Identification Number: Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or any service requiring a PIN for the purpose of accessing Service.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Presubscribed Carrier: That carrier to whom the Subscriber's local toll and/or long distance call are automatically routed by the LEC.

P.U.C.O. Tariff No. 2 Original Page No. 9

Issued: April 1, 2008 Effective: April 1, 2008

## SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Rate Center: A geographically specified point used to determine mileage dependent rates.

Regular Billing: A standard bill sent in the normal Company Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges.

Residential Service: That service where: (1) the average monthly usage is no greater than 1000 minutes, and the total number of lines at the service address is less than 7; or (2) where the service is used predominantly for non-commercial purposes. Working Assets as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber.

State: "State" refers to the State of Ohio.

Subscriber: The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and thereby assumes responsibility for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number that terminates at the Customer's requested location.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

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Issued: April 1, 2008 Effective: April 1, 2008

#### SECTION 2 – GENERAL REGULATIONS

# 2.1 Application Of Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Services, Inc. d/b/a Credo Long Distance, with principal offices at 101 Market Street, Suite 700, San Francisco, CA 94105.
- 2.1.2 This Tariff applies to services furnished statewide within the state of Ohio. This Tariff is on file with the Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.
- 2.1.3 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.4 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.5 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

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Issued: April 1, 2008 Effective: April 1, 2008

#### SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

## 2.2 Timing of Calls

2.2.1 The subscriber's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up. Residential usage charges are rounded to the next six seconds.

#### 2.3 Calculation of Distance

- 2.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

The formula for distance calculations is:

$$\sqrt{\frac{[(V1 - V2)^{2} + (H1 - H2)^{2}]}{10}}$$

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.4 Undertaking Of The Company

- 2.4.1 The Company's services are furnished for communications originating at equal access points within the State of Ohio served by one or more of the certificated long distance carriers that carry the Company's long distance traffic.
- 2.4.2 The Company neither owns nor operates any long distance facility within the State of Ohio but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Company may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Company's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Company, and shall be considered a subscriber of the Company and not of any other long distance carrier.
- 2.4.3 Request for service under this Tariff shall authorize the Company to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history subject to the limitations pursuant to Chapter 4901:1-5 of the Ohio Administrative Code (OAC), and to refuse further service due to the late payment or non-payment by the subscriber.
- 2.4.4 The Company is subject to the Commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code.

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Issued: April 1, 2008 Effective: April 1, 2008

## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.5 Limitations

- 2.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff
- 2.5.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 2.5.3 No service provided under this Tariff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.
- 2.5.4 The Company neither owns nor operates any long distance facilities but rather resells services provided by other long distance carriers. Service is offered subject to the availability of the Underlying Carriers' facilities and the provisions of this Tariff.
- 2.5.5 The Company reserves the right to block traffic to or from certain countries, cities, or exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. Company may control fraud by refusing to accept calling card, collect calling and/or third number calls that are determined to be invalid by the Company or by the Underlying Carrier.
- 2.5.6 The Company will not be liable for any consequential, incidental or indirect damages for any cause of action for negligence, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

## 2.6 Liabilities Of The Company

- 2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Company would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.6.2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's contracted Underlying Carriers' facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Rule No. 2.6.1 above.
- 2.6.3 The Company will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 2.6.4 The Company shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Company's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company.

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

- 2.6 Liabilities Of The Company (Cont'd.)
  - 2.6.5 The Company will make reasonable efforts to cure any material failure to provide services caused solely by defects in the Company's and/or its Underlying Carriers' hardware, software or systems. Due to the interdependence among telecommunications companies, especially the dependence of Company processes, equipment and systems, the Company is not responsible for the failure caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premises equipment; (3) the Customer; or (4) Underlying Carriers and vendors. In addition, the Company does not ensure compatibility between Company services and other services used by Customer.

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# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

## 2.7 Temporary Suspension For Repairs

- 2.7.1 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 service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Company will give the subscribers 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.
- 2.7.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.

#### 2.8 Establishment And Reestablishment Of Credit

2.8.1 The Company reserves the right to examine the credit record and check the references of all applicants or subscribers prior to accepting an order for new or expanded service. An unsatisfactory credit history may result in denial of service subject to the limitations contained in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

#### 2.9 Restoration Of Service

2.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to the Company.

## 2.10 Deposits

2.10.1 The Company may collect a deposit pursuant to Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.11 Notices

- 2.11.1 Unless otherwise provided by applicable Commission Rules and Orders or by these Rules, any notice from the Company to a subscriber may be given orally to the subscriber or his authorized representative, or by written notice properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the subscriber's place of address.
- 2.11.2 Unless otherwise provided by these Rules, any notice from any subscriber to Company may be given orally to Company by the subscriber, or any authorized representative, or by written notice properly addressed and mailed to Company.

## 2.12 Usage Charges

2.12.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges that are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

## 2.13 Billing Date

2.13.1 The billing date is dependent on the billing cycle assigned to the subscriber.

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.14 Bill

- 2.14.1 Bills will be received by US Mail or, upon customer request, via the Internet. Bills may be paid by mail or with Company concurrence, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.
- 2.14.2 The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will the Company issue bills less frequently than once every three months.
- 2.14.3 In the event of a billing dispute, all undisputed portions of the bill must be remitted by the date specified on the invoice.
- 2.14.4 Company's bill and billing practices will comport with Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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Issued: April 1, 2008 Effective: April 1, 2008

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.15 Return Check Fee

A charge as set forth in Section 3, or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

## 2.16 Late Charges

Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge on the delinquent amount. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

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Issued: April 1, 2008 Effective: April 1, 2008

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.17 Cancellation For Cause

## 2.17.1 The Company will:

- (A) Disconnect for nonpayment pursuant to OAC 4901:1-5.
- (B) Disconnect with notice in cases not involving nonpayment pursuant to OAC 4901:1-5.
- (C) Disconnect without notice in cases not involving nonpayment pursuant to OAC 4901:1-5.
- (D) Reconnect service pursuant to OAC 4901:1-5.and Section 2.18 of this tariff.

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.18 Reconnection Fee

Customers whose service has been blocked for non-payment are subject to a reconnection fee as set forth in Section 3 for restoration of service.

## 2.19 Subscriber Responsibilities

The Subscriber is responsible for the payment of charges incurred by any use of the service via the telephone number for which the Subscriber has chosen the Company as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber. The Subscriber is responsible for preventing the unauthorized use of such service, and for the payment of charges incurred by any unauthorized use of the service. Also, the Subscriber is responsible for compliance with this Tariff.

#### 2.20 Disconnection Of Services

To cancel service with the Company, the Subscriber must call 1-800-788-0898. However, the Subscriber will continue billing with the Company until the Subscriber's LEC ceases sending the Subscriber's calls to the Company. To ensure calls are no longer sent to the Company by the LEC, the Subscriber must: (1) choose another long distance provider by contacting the Company of Subscriber's choice; or (2) cancel long distance service by contacting the Subscriber's LEC.

## 2.21 Minimum Call Completion Rate

A subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).

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Issued: April 1, 2008 Effective: April 1, 2008

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

# 2.22 Emergency Services

Calls to Emergency Services are provided at no charge.

# 2.23 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

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Issued: April 1, 2008 Effective: April 1, 2008

## SECTION 3 - RATES

## 3.1 Returned Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$10.00.

## 3.2 Reconnection Charge

Customers whose service has been blocked for non-payment are subject to a reconnection fee for restoration of service. The charge is \$10.00.

# Working Assets Funding Service, Inc. d/b/a Credo Long Distance

#### **EXHIBIT C**

#### **SUMMARY OF CHANGES**

This filing is made in compliance with Case No. 06-1345-TP-ORD - Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD.

Interexchange toll services have been deleted from the Tariff and are now listed in the Company Pricing Guide available on the Company's website at: www.credolongdistance.com or by contacting the Company at 101 Market Street, Suite 700, San Francisco, CA 94105 or at 800-788-0898.

## Narrative of Tariff Changes

P.U.C.O. Tariff No. 2 replaces in its entirety P.U.C.O. Tariff No. 1.

The following pages in P.U.C.O. Tariff No. 1 were affected:

Section 2	Page(s) Affected 12 12 16 17 18 19 21	Changes Adds language regarding Customer rights under MTSS Updates OAC Rule Reference Updates OAC Rule Reference Updates OAC Rule Reference (Page 16 of Tariff No. 2) Removes Taxes Updates OAC Reference (Page 18 of Tariff No. 2) Updates OAC References (Page 20 of Tariff No. 2) Removes Service Hours (Page 22 of Tariff No. 2)
3 4	24-40 41-57 58	Removes Service Hours (Page 22 of Tariff No. 2) Removes Interexchange Services Removes Interexchange Service Rates and Discounts Removes Payphone Surcharge and Calling Card Surcharge (Page 23 of Tariff No. 2)

#### **CUSTOMER NOTICE AFFIDAVIT**

STATE OF:

California

COUNTY OF:

San Francisco

## **AFFIDAVIT**

I, Stephen Gunn, Vice President of Operations, am an authorized agent of the applicant corporation, Working Assets Funding Service, Inc. d/b/a Credo Long Distance, and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this Affidavit was sent to affected customers via bill message in March bill statements in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on Hard 17 2008 et Ser Francisco, CA (Date) (Location)

Stephen Gunn, Vice President, Operations

Subscribed and sworn to before me this \_\_\_\_\_\_

(Date)

Notary Public

My Commission Expires: 15, 255

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in

Case No(s). 08-0315-TP-ATA

Summary: Application Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD. electronically filed by Ms. Suzanne Pagana on behalf of Working Assets Funding Service, Inc. d/b/a Credo Long Distance