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February 18, 2009
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: **Budget PrePay, Inc. d/b/a Budget Phone**
Revision to Ohio Tariff No. 3 (Access)
Docket No. 09-122-TP-ATA

Dear Ms. Jenkins:

Enclosed is the original copy of a revision to P.U.C.O. Tariff No. 3 (Access) filed on behalf of Budget PrePay, Inc. d/b/a Budget Phone. This filing makes various test edits to the Access Tariff per the request of Michelle Green. The Company respectfully requests an effective date for this tariff revision of March 20, 2009.

The following tariff pages are included with this filing:

Preface – 2 nd Revised Page 1	Updates Check Sheet
Section 1 – 1 st Revised Page 1	Text edit to Customer definition
Section 2 – 1 st Revised Page 3	Adds Termination Liability language
Section 2 – 1 st Revised Page 8	Changes PIU of “75%” to average of prior 3 months usage
Section 2 – 1 st Revised Page 14	Clarifies credit requirements for Company required deposits
Section 3 – 1 st Revised Page 16	Removes “acts of God”

Questions regarding this filing may be directed to me at (407) 740-3005 or via email at mbyrnes@tminc.com.

Sincerely,

Monique Byrnes, Consultant to
ACN Communication Services, Inc.

MB/rg
Attachments

cc: M. Vance – Budget PrePay
file: Budget PrePay – OH Access
tms: OHa0901

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of **Budget PrePay, Inc.**)
d/b/a Budget Phone)
change various language through tariff)

TRF Docket No. 90-_____

Case No. 09 - **122-TP - ATA**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the
"Case" "No" fields **BLANK.**

Name of Registrant(s) Budget PrePay, Inc.

DBA(s) of Registrant(s) Budget Phone

Address of Registrant(s) 1325 Barksdale Blvd., Suite 200, Bossier City, Louisiana 71111

Company Web Address www.budgetphone.com

Regulatory Contact Person(s) Monique Byrnes, Consultant

Phone 407-740-3005

Fax 407-740-0613

Regulatory Contact Person's Email Address mbyrnes@tminc.com

Contact Person for Annual Report Monique Byrnes, Consultant

Phone 407-740-3005

Address (if different from above) Technologies Management, Inc. 2600 Maitland Center Pkwy., Suite 300, Maitland, FL 32751

Consumer Contact Information Molly Vance

Phone 318-671-5706

Address (if different from above)

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Non-Auto)	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	2
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day)	<input type="checkbox"/> TRF (0 day Notice)

Section I – Part II – Certificate Status and Procedural

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input checked="" type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

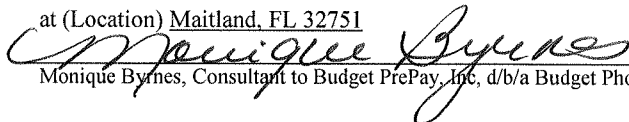
I am an officer/agent of the applicant corporation, Budget PrePay, Inc. d/b/a Budget Phone, and am authorized to make this statement on its behalf.

I 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 (Date) February 18, 2009

at (Location) Maitland, FL 32751

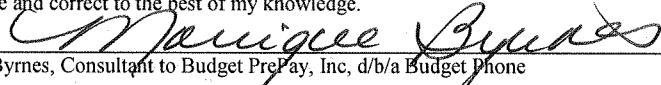

Monique Byrnes, Consultant to Budget PrePay, Inc. d/b/a Budget Phone.

(Date) February 18, 2009

- *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, Consultant to Budget PrePay, Inc. d/b/a Budget Phone verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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 to Budget PrePay, Inc. d/b/a Budget Phone

(Date) February 18, 2009

**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.*

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

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

Or

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

Budget PrePay, Inc. d/b/a Budget Phone

EXHIBIT A

SUPERCEDED TARIFF PAGES

CHECK SHEET

The Sheets are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
<u>Preface</u>			<u>Section 3</u>			
1	1st Revised	*	1	ORIGINAL	35	ORIGINAL
2	ORIGINAL		2	ORIGINAL	36	ORIGINAL
3	ORIGINAL		3	ORIGINAL	37	ORIGINAL
4	ORIGINAL		4	ORIGINAL	38	ORIGINAL
<u>Section 1</u>			5	ORIGINAL	<u>Section 4</u>	
1	1st Revised	*	6	ORIGINAL	1	1st Revised *
2	ORIGINAL		7	ORIGINAL	2	1st Revised *
<u>Section 2</u>			8	ORIGINAL	2.1	ORIGINAL *
1	ORIGINAL		9	ORIGINAL	3	1st Revised *
2	ORIGINAL		10	ORIGINAL	4	1st Revised *
3	ORIGINAL		11	ORIGINAL	5	1st Revised *
4	ORIGINAL		12	ORIGINAL	6	1st Revised *
5	ORIGINAL		13	ORIGINAL	7	1st Revised *
6	ORIGINAL		14	ORIGINAL	8	1st Revised *
7	ORIGINAL		15	ORIGINAL	9	1st Revised *
8	ORIGINAL		16	ORIGINAL	10	1st Revised *
9	ORIGINAL		17	ORIGINAL	11	1st Revised *
10	ORIGINAL		18	ORIGINAL		
11	ORIGINAL		19	1st Revised	*	
12	ORIGINAL		20	1st Revised	*	
13	ORIGINAL		21	1st Revised	*	
14	ORIGINAL		22	1st Revised	*	
14.1	ORIGINAL		23	1st Revised	*	
15	ORIGINAL		24	1st Revised	*	
16	ORIGINAL		25	1st Revised	*	
17	ORIGINAL		26	1st Revised	*	
18	ORIGINAL		27	1st Revised	*	
19	ORIGINAL		28	1st Revised	*	
20	ORIGINAL		29	1st Revised	*	
21	ORIGINAL		30	1st Revised	*	
22	ORIGINAL		31	1st Revised	*	
23	ORIGINAL		32	1st Revised	*	
24	ORIGINAL		33	1st Revised	*	
25	ORIGINAL		34	1st Revised	*	

As Approved in Case No. 08-1175-TP-ATA

Effective Date: November 22, 2008

Issued by:

Molly Vance, Comptroller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

OHa0802

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

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

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

Budget PrePay, Inc. d/b/a Budget Phone ("Budget Phone"), the issuer of this tariff.

(T)

Constructive Order

Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

(N)

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|
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(N)

Customer

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

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Tariff Ohio P.S.C. No. 1, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

LATA

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

Recurring Charges

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

REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Should the customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- (A) Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- (B) The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- (C) Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

- (D) Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Tariff No. 1, Section 1.9.2.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order (cont'd)

- (B) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

Budget PrePay, Inc. d/b/a Budget Phone

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

CHECK SHEET

The Sheets are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

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<u>Preface</u>			<u>Section 3</u>			
1	2 nd Revised	*	1	ORIGINAL	35	ORIGINAL
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<u>Section 1</u>			5	ORIGINAL	<u>Section 4</u>	
1	2 nd Revised	*	6	ORIGINAL	1	1st Revised
2	ORIGINAL		7	ORIGINAL	2	1st Revised
<u>Section 2</u>			8	ORIGINAL	2.1	ORIGINAL
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3	1 st Revised	*	11	ORIGINAL	5	1st Revised
4	ORIGINAL		12	ORIGINAL	6	1st Revised
5	ORIGINAL		13	ORIGINAL	7	1st Revised
6	ORIGINAL		14	ORIGINAL	8	1st Revised
7	ORIGINAL		15	ORIGINAL	9	1st Revised
8	1 st Revised	*	16	1 st Revised	* 10	1st Revised
9	ORIGINAL		17	ORIGINAL	11	1st Revised
10	ORIGINAL		18	ORIGINAL		
11	ORIGINAL		19	1st Revised		
12	ORIGINAL		20	1st Revised		
13	ORIGINAL		21	1st Revised		
14	1 st Revised	*	22	1st Revised		
14.1	ORIGINAL		23	1st Revised		
15	ORIGINAL		24	1st Revised		
16	ORIGINAL		25	1st Revised		
17	ORIGINAL		26	1st Revised		
18	ORIGINAL		27	1st Revised		
19	ORIGINAL		28	1st Revised		
20	ORIGINAL		29	1st Revised		
21	ORIGINAL		30	1st Revised		
22	ORIGINAL		31	1st Revised		
23	ORIGINAL		32	1st Revised		
24	ORIGINAL		33	1st Revised		
25	ORIGINAL		34	1st Revised		

As Approved in Case No.

Effective Date: March 20, 2009

Issued by:

Molly Vance, Comptroller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

OHa0901

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

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

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

Budget PrePay, Inc. d/b/a Budget Phone ("Budget Phone"), the issuer of this tariff.

Constructive Order

Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer

Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In this tariff, the Customer is a common carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

(T)
|
|
(T)

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Tariff Ohio P.S.C. No. 1, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

LATA

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

Recurring Charges

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

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Molly Vance, Comptroller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

OHa0901

REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.
- (E) Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

(N)
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|
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(N)

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Should the customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of the average of actual prior 3 month usage for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of the average of actual prior 3 month usage. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

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REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- (A) The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company. (T)
- (B) The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- (C) Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. (T)
- The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.
- (D) Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Tariff No. 1, Section 1.9.2.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order (cont'd)

(B) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

(T)

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Budget PrePay, Inc. d/b/a Budget Phone

EXHIBIT C

DESCRIPTION OF CHANGES

Text changes per request of Michelle Green

Budget PrePay, Inc. d/b/a Budget Phone

EXHIBIT D

CUSTOMER NOTICES

And

AFFIDAVITS

No Customer Notice

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Case No(s). 09-0122-TP-ATA

Summary: Application Text edits to Access Tariff electronically filed by Ms. Rebecca A Gillette on behalf of Budget PrePay, Inc. d/b/a Budget Phone