

**Lance J.M. Steinhart, P.C.**

Attorney At Law  
1725 Windward Concourse  
Suite 150  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208

November 7, 2011

**VIA ELECTRONIC FILING**

Public Utilities Commission of Ohio  
Docketing Division  
180 E. Broad St.  
Columbus, OH 43215-3793  
(614) 466-3016

Re: Global Connection Inc. of America  
Case No. 11-5496-TP-ATA

Pursuant to the Commission's request for additional changes to Global Connection Inc. of America's Tariff No. 1, please see the attached pages 10, 11, 13, 20, 21, 22, 23, 25, 26 and 32. The changes are pursuant to the Matter of the Adoption of Rules to implement Substitute Senate Bill 162, Case No. 10-1010-TP-ORD dated August 17, 2011.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Claudia McCoy, Legal Assistant to  
Lance J.M. Steinhart  
Attorney for Global Connection Inc. of America

Enclosures

cc: David Skogen

**SECTION 2 – REGULATIONS (continued)**

2.1 Undertaking of the Company (continued)

2.1.2 Terms and Condition (continued)

- (C) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. (T)
- (D) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (E) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

---

**SECTION 2 – REGULATIONS (continued)**

**2.1.2 Terms and Conditions (continued)**

- (F) Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- (G) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with the Public Utility Commission of Ohio, to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination which would include any past due bills, plus the pro rata amount due for service provided to date, any toll charges and directory assistance charges. (T)
- (H) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.
- (I) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.
- (J) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- (K) The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- (L) Reserved for future use. (T)
- (M) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

---

**SECTION 2 – REGULATIONS (continued)**

**2.1.4 Provision of Equipment and Facilities**

2.1.4.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. (T)

2.1.4.2 The Company shall use reasonable efforts to maintain only facilities and/or equipment that it furnishes to the Customer, The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.4.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.

2.1.4.4 Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.

2.1.4.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment its connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the company shall not be responsible for:

- (1) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (2) The reception of signals by Customer provided equipment; or
- (3) Network control signaling where such signaling is performed by Customer provided network control signaling equipment.

**2.1.5 Service Affecting Activities**

The company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5     Payment Arrangements**

The following provisions shall apply to residential service to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules will govern.

**2.5.1   Payment for Service**

The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

**2.5.2   Billing and Collection of Charges**

(1) All service and monthly recurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Installation charges will be spread out over the first three monthly bills.

(2) The company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

(3) New customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose every month is considered to have 30 days.

(4) Amounts not paid within 30 days after the date of the invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

(T)

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5     Payment Arrangements (Cont'd.)**

**2.5.2     Billing and Collection of Charges (cont'd.)**

Before restoring service, the Company at its option may require one or more of the following:  
(a) Payment of the total amount due as stated on the disconnection notice for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

(1) If a customer has an outstanding balance for toll services the company may refuse to allow access to such services until the outstanding balance has been paid or another carrier has agreed to acquire the customer as a client.

(T)

**2.5.3     Disputed Bills**

2.5.3.1 All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives written or oral notice of the disputed charge.

**2.5.3.2     Late Payment Charge**

(1) The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

(2) In the event that the Company resolves a billing dispute in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

**2.5.3.3     Adjustments or Refunds to the Customer**

Subscriber billing adjustments for local exchange service will be in accordance with any PUCO requirements.

(T)

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5     Payment Arrangements (continued)**

**2.5.3     Disputed Bills (continued)**

**2.5.3.4 Unresolved Billing Disputes**

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

(1) First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

Global Connection, Inc. of America  
Attn: Customer Service  
5555 Oakbrook Parkway, Suite 620 (T)  
Atlanta, GA 30093  
Toll Free (877) 511-3009

(2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Public Utility Commission of Ohio (PUCO).

**2.5.4     Denial or Disconnection of Local and Toll Service**

(T)

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

2.6 RESERVED FOR FUTURE USE

2.7 RESERVED FOR FUTURE USE

2.8 RESERVED FOR FUTURE USE

(T)



**SECTION 3 - SERVICE DESCRIPTIONS****3.1    Type of Service Offered**

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access 'Telecommunication Relay Service';
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interexchange carrier of choice that provides direct billing to the end-user for interLATA, intraLA TA, interstate or international calling

**SECTION 3 - SERVICE DESCRIPTIONS**

3.2 RESERVED FOR FUTURE USE

(T)

3.3 RESERVED FOR FUTURE USE

3.4 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (M or similar devices) to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

3.5 RESERVED FOR FUTURE USE

(T)

---

**SECTION 7 – RATES (continued)**

	<b>Recurring Actual Charge</b>	<b>Nonrecurring Actual Charge</b>
<b>Service</b>		
Basic Prepaid Monthly Service (per Access Line)	<b>\$49.99**</b>	<b>\$25.00**</b>

(T)

\*\*Nonrecurring Actual Charge (also known as "installation fee") can be charged to customer over the first three months in the amounts of \$8.33, \$8.33 and \$8.34.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**11/7/2011 3:54:04 PM**

**in**

**Case No(s). 11-5496-TP-ATA**

Summary: Correspondence Global Connection Inc. of America Tariff No. 1. - Amended pages 10, 11, 13, 20, 21, 22, 23, 25, 26 and 32. electronically filed by Angela M. Janssen on behalf of Global Connection Inc. of America