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June 22, 2012

Public Utilities Commission of Ohio  
Attn: Barcy F. McNeal, Secretary  
Docketing Division  
180 E. Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215

**Re: Case No. 12-1587-TP-ACE  
Preferred Long Distance, Inc.  
(Application for Certificate)**

Secretary McNeal:

Enclosed please find the final switched access services tariff ("PUCO Tariff No. 2") for Preferred Long Distance, Inc., applicant in the above-captioned matter.

Should there be any questions concerning this filing, please advise.

Sincerely,



David A. Turano

DAT/tlh  
Enclosure

cc: Andrew Isar (w/encl.)  
Keith Nussbaum (w/encl.)

REGULATIONS, DESCRIPTIONS AND RATES  
APPLICABLE TO FURNISHING INTRASTATE SWITCHED ACCESS SERVICES  
FOR CONNECTION TO INTRASTATE COMMUNICATIONS  
FACILITIES WITHIN THE OPERATING TERRITORY OF

**Preferred Long Distance, Inc.**

16830 Ventura Blvd., Ste. 350,  
Encino, CA 91436

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate local exchange switched access telecommunications services provided by Preferred Long Distance, Inc. ("Company") to carriers who interconnect to Company's network in the absence of a separate interconnection agreement. This Tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business: 16830 Ventura Blvd., Ste. 350, Encino, CA 91436.

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Issued: May 21, 2012

Effective: June 21, 2012

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Issued By:

Jerome Nussbaum, President  
16830 Ventura Blvd., Suite 350  
Encino, CA 91436

**CHECK SHEET**

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>
1	Original	31	Original		
2	Original	32	Original		
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4	Original	34	Original		
5	Original	35	Original		
6	Original	36	Original		
7	Original	37	Original		
8	Original	38	Original		
9	Original	39	Original		
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Second		
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**EXPLANATION OF SYMBOLS, REFERENCE MARKS. AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this Tariff for the purpose indicated below:

C	To signify changed regulation or rate structure.
D	To signify discontinued material.
I	To signify a increased rate.
M	To signify a move in the location of text.
N	To signify a new rate or regulation.
R	To signify a reduced rate.
S	To signify reissued material.
T	To signify a change in text but no change in rate or regulation.

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## **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 network exchange access services offered pursuant to this Tariff.

### **Busy Hour Minutes of Capacity (BHMC)**

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an End Office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

### **Carrier or Common Carrier**

See Interexchange Carrier.

### **Commission**

The Public Utilities Commission of Ohio

### **Company**

Preferred Long Distance, Inc., the issuer of this Tariff.

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**DEFINITIONS, Continued****Customer**

The person, firm or corporation that directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's Network that is routed to the person's, firm's or corporation's network. Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed Service Order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

**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 or User**

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

**Exchange Telephone Company**

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

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**Incidental Service**

Denotes Service provided to a Customer under this Tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered by Customer.

**Interexchange Carrier (IXC) or Interexchange Common Carrier**

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

**DEFINITIONS, Continued****Interstate Access Service**

Provides for a switched two-point communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls between states.

**Intrastate Access Service**

Provides for a switched two-point communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls within the state.

**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.

**Network**

Refers to the Company's facilities, equipment, and services provided under this Tariff.

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**Recurring Charge**

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

**Serving Wire Center**

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

**Shared**

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**DEFINITIONS, Continued**

**Toll Free**

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

**Wire Center**

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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**APPLICATION OF TARIFF**

This Tariff applies to intrastate switched exchange access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Preferred Long Distance, Inc.

BY INTERCONNECTING TO AND UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS TARIFF, INTERCONNECTING CARRIERS AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS THAT FOLLOW. SERVICE PROVIDED TO CUSTOMER UNDER THIS TARIFF WILL BE HELD TO HAVE BEEN CONSTRUCTIVELY ORDERED BY CUSTOMER.

Company provides exchange access Services contained in this Tariff under a Multiple Bill-Multiple Tariff method, as set forth in the Alliance for Telecommunications Industry Solutions Inc. Ordering and Billing Forum Multiple Exchange Access Billing document, **ATIS/OBF-MECAB-08**, Issue 8 dated January 2003. This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the Service. The number of bills rendered is less than the total number of companies providing the Service. Each provider's Tariff or contract rates are applied and displayed separately for each company's portion of the service provided.

This Tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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## **REGULATIONS**

### **2.1 UNDERTAKING OF THE COMPANY**

#### **2.1.1 Scope**

The Company undertakes to furnish Access Services in accordance with the terms and conditions set forth in this Tariff.

#### **2.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

#### **2.1.3 Terms and Conditions**

- A.. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be able to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- B. This Tariff shall be interpreted and governed by the laws of Ohio and Commission regulations regardless of choice of laws and regulation provisions.

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. The Company shall not otherwise be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability, Continued**

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of:
  - (a) the Customer,
  - (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or
  - (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability, Continued**

**D., Continued**

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability, Continued**

**D., Continued**

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to Network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

- E. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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**REGULATIONS, Continued****2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.4 Limitations on Liability, Continued**

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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**REGULATIONS, Continued****2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.4 Limitations on Liability, Continued**

- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J. The Company will operate as specified in these and other applicable tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:
  - 1. a local exchange Carrier;
  - 2. Customer premise equipment; or
  - 3. the User or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or User.

- I. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.5 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the through transmission of signals generated 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.

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**REGULATIONS, Continued****2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.6 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

**2.2 PROHIBITED USES**

2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.2.2. The Company may require applicants for service who intend to use the Company's offering for resale and/or for Shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.2.3. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.4. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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**REGULATIONS, Continued**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer, as required.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company, as required.

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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**REGULATIONS, Continued**

**2.3 OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.2 Liability of the Customer, Continued**

- C. The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**REGULATIONS, Continued****2.4 CUSTOMER EQUIPMENT AND CHANNELS****2.4.1 Interconnection of Facilities**

- A. In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**2.4.2 Inspections**

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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**REGULATIONS, Continued**

**2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

**2.5.1 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to 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. The deposit will not exceed an amount equal to:
1. three months' charges for a service or facility which has a minimum payment period of one month: or
  2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

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**REGULATIONS, Continued****2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS, Continued****2.5.1 Deposits, Continued**

- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

**2.6 PAYMENT ARRANGEMENTS****2.6.1 Payment for Service****A. Taxes**

The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Services.

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**REGULATIONS, Continued****2.6 PAYMENT ARRANGEMENTS, Continued****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer. Flat rated service will be billed in advance of the month in which service is provided, and usage based services will be billed in arrears. Recurring Charges shall be due and payable within 30 days after the date of the invoice.
- C. When service does not begin on the first day of the month, or end on the last day of the month, 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.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**REGULATIONS, Continued**

**2.6 PAYMENT ARRANGEMENTS, Continued**

**2.6.2 Billing and Collection of Charges, Continued**

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1. a rate of 1.5 percent per month; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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**REGULATIONS, Continued****2.6 PAYMENT ARRANGEMENTS, Continued****2.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

**B. Late Payment Charge**

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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**REGULATIONS, Continued****2.6 PAYMENT ARRANGEMENTS, Continued****2.6.3 Billing Disputes, Continued****C. Adjustments or Refunds to the Customer**

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

**D. 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 may submit the dispute to the Commission for its review.

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**REGULATIONS, Continued**

**2.6 PAYMENT ARRANGEMENTS, Continued**

**2.6.4 Discontinuance of non-Incidental Service for Cause**

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

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**REGULATIONS, Continued**

**2.6 PAYMENT ARRANGEMENTS, Continued**

**2.6.4 Discontinuance of non-Incidental Service for Cause, Continued**

- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

**2.6.5. Customer Overpayment**

No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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**REGULATIONS, Continued**

**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

- 2.7.1. No credit allowance will be made for any interruption in Incidental Service, including, but not limited to, the following:
- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;
  - B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - C. Due to circumstances or causes beyond the control of the Company;
  - D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  - E. During any period in which the Customer continues to use the service on an impaired basis;
  - F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
  - H. That was not reported to the Company within thirty (30) days of the date that service was affected; and

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**REGULATIONS, Continued**

**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

**2.7.2. Use of Another Means of Communications**

If the Customer elects to use another network during the period of interruption, the Customer must pay the charges for the alternative network used.

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**REGULATIONS, Continued****2.8. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK****2.8.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
  - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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**REGULATIONS, Continued**

**2.8. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK,  
Continued**

**2.8.2 Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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**REGULATIONS, Continued****2.9. APPLICATION OF RATES**

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

**2.9.1 Charges Based on Duration of Use**

- A. Customer traffic to End Offices will be measured (i.e., recorded or assumed) by the Company at End Office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.
- B. For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.
- C. The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating End User's End Office, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- D. For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating End User's End Office, indicating the terminating End User has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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**REGULATIONS, Continued**

**2.9 APPLICATION OF RATES, Continued**

**2.9.1 Charges Based on Duration of Use, Continued**

- E. The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating End User's End Office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- F. FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest access minute for each End Office.

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**SERVICE DESCRIPTIONS****3.1 ACCESS SERVICES****3.1.1. General**

- A. Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and bunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.
- B. Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.
- C. FGD Access, which is available to all Customers, provides trunk side access to Company End Office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.
- D. Toll Free Data Base Access Service provides trunk side access to Company End Office switches in the originating direction only, for the Customer's use in originating toll free calls dialed by an End User to telephone numbers beginning with toll free prefixes including "800" or "888."

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**SERVICE DESCRIPTIONS, Continued****3.1 ACCESS SERVICES, Continued****3.1.2 Standard Rate Categories**

The following rate categories apply to all forms of Switched Access Service unless otherwise stated in this Tariff:

- End Office Switching (includes Common Line and Switched Transport)

**A. Rate Regulations****1. Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by Customers and end-users for intrastate access.

**2. Local Switching**

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

**(a) Tandem Switched Facility**

The Tandem Switched Facility rate category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Tandem Switched Facility rate category also includes transport between an end office that serves as host for a remote switching system or module.

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**SERVICE DESCRIPTIONS, Continued**

**3.1 ACCESS SERVICES, Continued**

**3.1.2 Standard Rate Categories, Continued**

**A. Rate Regulations**

**2. End Office Switching, Continued**

**(b) Local Switching**

The local switching rate category establishes the charges related to the use of local switching equipment, the terminations in the end office of end-user lines and the termination of calls at intercept operators or recordings.

**3.1.3 Other Rate Categories**

**A. Toll Free Data Base Access Service**

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of End User dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the switching.

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**SERVICE DESCRIPTIONS, Continued****3.1 ACCESS SERVICES, Continued****3.1.3 Other Rate Categories, Continued****A. Toll Free Data Base Access Service, Continued**

Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service is comprised of the following elements:

**1. Customer Identification Charge**

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification and delivery of the appropriate Customer. The charge is assessed to the Customer on a per query and per minute of use basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs within the operating territory of Preferred Long Distance, Inc. The Toll Free Carrier Identification Charge and per minute of use charges can be found with the Switched Access Rates set forth in Section 4.1.

**2. POTS Translation Charge**

The POTS Translation provides the option of having the ten digit POTS number NPA + NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800 + NXX-XXXX) delivered to the service provider.

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**SERVICE DESCRIPTIONS, Continued****3.1 ACCESS SERVICES, Continued****3.1.3 Other Rate Categories, Continued****A. Toll Free Data Base Access Service, Continued****2. POTS Translation Charge, Continued**

A POTS Translation Charge is assessed per query, in addition to the Toll Free Carrier Identification Charge. The charges can be found in Section 4.1.3.

**3. Call Handling & Destination Feature Charge**

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as Carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 4.1.3.

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**SERVICE DESCRIPTIONS, Continued****3.2. VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VoIP – PSTN”) TRAFFIC**

- A. This section governs the identification and treatment of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Toll VOIP-PSTN Traffic”) from a Customer’s traditional intrastate access tariff, so that such Toll VOIP-PSTN traffic can be billed in accordance with the FCC Order.

Company will bill and collect the full Access Reciprocal Compensation on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Access Reciprocal Compensation charges for this traffic.<sup>1</sup>

Intrastate VoIP – PSTN traffic is subject to the Company’s applicable terminating interstate switched access rate per minute, as set forth in the Company’s F.C.C. Tariff No. 1 and section 4.1, below.

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<sup>1</sup> See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

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**SERVICE DESCRIPTIONS, Continued****3.2. VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VoIP – PSTN”) TRAFFIC, Continued****B. Calculations and Application of Percent-VoIP-PSTN Usage**

Company will determine the number of Toll VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection 3.2.A, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the “PVU-A”) representing the percentage of the total terminating intrastate access MOU that the Customer exchanges with Company in the State, that (a) is sent to Company and that originated in IP format; or (b) is received from Company and terminated in IP format. This PVU-A shall be based on information such as the number of the Customer’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the “PVU-B”) representing the percentage of Company’s total terminating intrastate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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Issued under authority of the Public Utilities Commission of Ohio in Case Nos. 12-1587-TP-ACE and 90-9401-TP-TRF

Issued By:

Jerome Nussbaum, President  
16830 Ventura Blvd., Suite 350  
Encino, CA 91436

**SERVICE DESCRIPTIONS, Continued****3.2. VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VoIP – PSTN”) TRAFFIC, Continued****B. Calculations and Application of Percent-VoIP-PSTN Usage, Continued**

3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate and interstate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at Company’s end, at the Customer’s end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
4. Company will apply the PVU factor to the total terminating intrastate access MOU exchanged with the Customer to determine the number of Toll VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . Company will bill 46% of the Customer’s terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . Company will bill 10% of the Customer’s terminating intrastate access MOU at Company’s applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer’s terminating intrastate access MOU at Company’s applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero, and the PVU will be equal to the Company’s PVU-B.

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**SERVICE DESCRIPTIONS, Continued****3.2. VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VoIP – PSTN”) TRAFFIC, Continued****C. Initial PVU-A Factor.**

If the PVU-A factor is not available and/or cannot be implemented in Company’s billing systems within 30 days of the approval of this Tariff, the Company will adjust the Customer’s initial PVU-A to zero retroactively to January 1, 2012.

**D. PVU Factor Updates**

The Customer may update the PVU-A factor quarterly or the Company may update the PVU-B quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October of each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing until superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors. The PVU factor will be billed beginning on January 1, 2012.

**E. PVU Factor Verification**

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

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**RATES****4.1 ACCESS SERVICE, AT&T Ohio**

Company intrastate terminating rates are set at parity with its interstate rates as follows.

**4.1.1. Tandem Switched Facility**

Tandem-Switched Termination, Per Terminating Access Minute	
Tandem-Switched Termination, Per Originating Access Minute	\$0.00103
Tandem Switching Facility, Per Terminating Access Minute, per Mile	
Tandem Switching Facility, Per Originating Access Minute, per Mile	\$0.000013
Tandem Switching, Per Terminating Access Minute	
Tandem Switching, Per, Originating Access Minute	\$0.001084
Host-Remote Transport Termination, Per Terminating Access Minute	
Host-Remote Transport Termination, Per, Originating Access Minute	\$0.000410
Host-Remote Transport Facility, Per Terminating Access Minute, per mile	
Host-Remote Transport Facility, Per, Originating Access Minute, per mile	\$0.000021
Multiplexing, Per Terminating Access Minute, Per Mile	
Multiplexing, Per Originating Access Minute, Per Mile	\$0.000015

**4.1.2. Local Switching**

Per Terminating Access Minute	
Per Originating Access Minute	\$0.003116

**4.1.3. Common Trunk Port**

Common Trunk Port, Per Terminating Access Minute	
Common Trunk Port, Per Originating Access Minute	\$0.000371

**4.1.4. Toll Free Data Base Access Service**

800 Call Routing Query Charge, Per query	
800 Carrier Only ID Charge, Per Query	
800 Routing Options Charge, Per Query with Options	

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Summary: Correspondence Letter submitting final tariff electronically filed by Mr. David A. Turano on behalf of Preferred Long Distance, Inc.