

CROCKER & CROCKER, P.C.

ATTORNEYS AT LAW

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October 17, 2008

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

**e-FILED VIA DIS SYSTEM**

Re: TOTAL CALL INTERNATIONAL, INC.  
Case No. 08-1169-TP-ATA

Dear Sir or Madam:

Enclosed herewith for filing with the Commission please find an original of the above-referenced company's IXC detariffing application and supporting documentation in compliance with Case No. 06-1345-TP-ORD.

The Company is submitting P.U.C.O. Tariff No. 2 and respectfully requests that this tariff replace in entirety P.U.C.O. Tariff No. 1 currently on file with the Commission. The Company requests that this filing become effective on October 17, 2008.

Should you have any questions concerning this matter, please contact the undersigned.

Very truly yours,

  
CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

The Kalamazoo Building | 107 West Michigan Avenue, Fourth Floor | Kalamazoo, Michigan 49007

T 269.381.8893 | F 269.381.4855

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

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

In the Matter of the Application of TOTAL CALL )  
INTERNATIONAL, INC. )  
to Detariff Certain Tier 2 Services and make other changes )  
related to the Implementation of Case No. 06-1345-TP-ORD )

TRF Docket No. 90-6371-TP- TRF  
Case No. \_\_\_\_\_ - \_\_\_\_\_ - **TP - ATA**  
NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) TOTAL CALL INTERNATIONAL, INC.  
DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 707 Wilshire Blvd, 12th Fl, Los Angeles, CA 90017

Company Web Address www.totalcallusa.com

Regulatory Contact Person(s) Patrick D. Crocker

Phone 269-381-8888 Fax 269-385-3825

Regulatory Contact Person's Email Address contact@nationwideregulatorycompliance.com

Phone 269-381-8888

Contact Person for Annual Report Patrick D. Crocker

Address (if different from above) Nationwide Regulatory Compliance, LLC, 107 W. Michigan Ave., 4<sup>th</sup> Floor, Kalamazoo, MI 49007

Consumer Contact Information Lucy Sung

Phone 800-550-5265

Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>• citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>• copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part 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, Mark E. Leafstedt, and am authorized to make this statement on its behalf.  
(Name)

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) 9/19/08 at (Location) Los Angeles, CA

\*(Signature and Title) Mark E. Leafstedt CEO (Date) 9/19/08

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

\*(Signature and Title) Mark E. Leafstedt CEO (Date) 9/19/08

\*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**

**EXHIBIT A**

**EXISTING AFFECTED TARIFF PAGES**

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TITLE SHEETOHIO TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Total Call International, Inc. ("Total Call"), with principal offices at 345 S. Figueroa Street, Suite M01, Los Angeles, CA 90071. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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ISSUE DATE: February 22, 2000      EFFECTIVE DATE: March 23, 2000

Mark Leafstedt, President

345 S. Figueroa Street, Suite M01

Los Angeles, CA 90071

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Ohio in Case No. \_\_\_\_\_-CT-ACE

UNDERLYING OR OTHER PARTICIPATING CARRIERS AND

BILLING AGENTS

1. Underlying Carrier - JD Services
2. Other Participating Carriers - None
3. Billing Agents - None

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
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22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original

\* New or Revised Sheet

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**TARIFF FORMAT**

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Total Call's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Total Call to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Ohio Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of Total Call or purchases a Total Call Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Total Call - Used throughout this tariff to mean Total Call International, Inc., a California corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Ohio.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Total Call for telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order or a Customer's deposit, if required. The service application and the deposit shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company.

If service is denied, Customer deposits, if required, will be returned immediately. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement

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- 
- 2.1.1 The services provided by Total Call are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Total Call and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Total Call.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## **2.2 Use of Services**

- 2.2.1 Total Call's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Total Call's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 2.2.3 The use of Total Call's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Total Call's services are available for use 24 hours per day, 7 days per week.
- 2.2.5 Total Call does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Total Call's services may be denied for nonpayment or other tariff violations.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer shall immediately notify the Company of any unauthorized use of services.

### **2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Total Call on the Customer's behalf.
- 2.4.3 If required for the provision of Total Call's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Total Call.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Total Call and the Customer when required for Total Call personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Total Call's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Total Call's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Total Call's facilities or services, that the signals emitted into Total Call's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Total Call will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Total Call equipment, personnel or the quality of service to other Customers, Total Call may, upon 10 days' written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Total Call may, upon 10 days' written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay Total Call for replacement or repair of damage to the equipment or facilities of Total Call caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Total Call equipment installed at Customer's premises.

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- 2.4.9 If Total Call installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

## **2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Total Call may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due Total Call for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Total Call's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Total Call from furnishing its services.

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- 2.5.2 Without incurring liability, Total Call may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Total Call's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by Total Call without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Total Call deems it necessary to take such action to prevent unlawful use of its service. Total Call will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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**2.6 Credit Allowance**

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

## 2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

## 2.8 Deposit

The Company does not require deposits to commence service.

## 2.9 Advance Payments

The Company does not require advance payments.

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ISSUE DATE: February 22, 2000

EFFECTIVE DATE: March 23, 2000

Mark Leafstedt, President

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**2.10 Payment and Billing**

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within one year after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such one year period.

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**2.11 Reserved For Future Use****2.12 Taxes**

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

**2.13 Late Charge**

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

**2.14 Returned Check Charge**

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.15 Reconnection Charge**

A reconnection fee of \$25.00 per occurrence will be charged when service is re-established for Customers which have been disconnected due to non-payment.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Total Call will not bill for uncompleted calls.

**3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

345 S. Figueroa Street, Suite M01  
Los Angeles, CA 90071  
800-211-8096

Any objection to billed charges should be reported promptly to Total Call. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Total Call 800 Service charges, the Total Call Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

### 3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

### 3.4 Billing Entity Conditions

When billing functions on behalf of Total Call or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Total Call's name and toll-free telephone number will appear on the Customer's bill.

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**3.5 Service Offerings**

## 3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

## 3.5.2 Travel Cards.

The Customer utilizes an 11-digit "toll-free" access number established by the Company to make a call. When calling from home, upon receiving a voice prompt, the Customer uses push button dialing to enter the ten-digit number of the called party. When calling away from home, upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten-digit number of the called party.

## 3.5.3 800 Service (Toll free).

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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## 3.5.4 Total Call Prepaid Calling Cards.

This service permits use of Total Call Prepaid Calling Cards for placing long distance calls. Customers may purchase Total Call Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Total Call Prepaid Calling Card service is accessed using the Total Call toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Total Call's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Total Call Prepaid Calling Card.

All calls must be charged against an Total Call Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

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In order to continue the call, the Customer can either call the toll-free number on the back of the Total Call Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Total Call Prepaid Calling Card is insufficient to continue the call.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Total Call Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Total Call Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.), and the approximate time that the call was placed.

When a call charged to an Total Call Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

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Credit allowances for calls pursuant to Total Call Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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## 3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

## 3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

## 3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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Ohio in Case No. \_\_\_\_\_-CT-ACE**



SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$10.00 per month per number service charge applies.  
Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments  
A \$1.99 per month service charge applies.

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**4.3 800 Service (Toll Free)**

\$0.15 per minute

A \$10.00 per month per number service charge applies.  
Billed in one minute increments

**4.4 Prepaid Calling Cards  
Program**

A	\$.015	Per Telecom Unit
B	\$.019	Per Telecom Unit
C	\$.025	Per Telecom Unit
D	\$.029	Per Telecom Unit
E	\$.032	Per Telecom Unit
F	\$.035	Per Telecom Unit
G	\$.039	Per Telecom Unit
H	\$.045	Per Telecom Unit
I	\$.05	Per Telecom Unit
J	\$.06	Per Telecom Unit
K	\$.07	Per Telecom Unit
L	\$.08	Per Telecom Unit
M	\$.09	Per Telecom Unit
N	\$.10	Per Telecom Unit
O	\$.11	Per Telecom Unit
P	\$.12	Per Telecom Unit
Q	\$.13	Per Telecom Unit
R	\$.14	Per Telecom Unit
S	\$.15	Per Telecom Unit
T	\$.19	Per Telecom Unit
U	\$.20	Per Telecom Unit
V	\$.25	Per Telecom Unit
W	\$.29	Per Telecom Unit
X	\$.30	Per Telecom Unit
Y	\$.33	Per Telecom Unit
Z	\$.35	Per Telecom Unit
AA	\$.39	Per Telecom Unit
BB	\$.40	Per Telecom Unit
CC	\$.50	Per Telecom Unit

A \$.59 per call service charge applies.

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4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$25.00

4.7 Rate Periods

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

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

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**4.8 Payphone Dial Around Surcharge**

A dial around surcharge of \$.49 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

**4.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge**

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor). A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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**EXHIBITB**

**PROPOSED REVISED TARIFF PAGES**

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

---

**TITLE PAGE**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

**OF**

**TOTAL CALL INTERNATIONAL, INC.**

Toll Services, except for Customer Deposits, Return Check Charge and Late Payment Charges are now located in the Company's Pricing Guide and may also be viewed at the Company's headquarters: 707 Wilshire Blvd, 12th Fl, Los Angeles, CA 90017.

"Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". **These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.**

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Issued: October 17, 2008

Effective: October 17, 2008

Issued by: Mark Leafstedt, CEO  
TOTAL CALL INTERNATIONAL, INC.  
707 Wilshire Blvd, 12th Fl  
Los Angeles, CA 90017

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Customer Deposits ..... 3

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Issued: October 17, 2008

Effective: October 17, 2008

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TOTAL CALL INTERNATIONAL, INC.  
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Los Angeles, CA 90017

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

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**1.1 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

**1.2 Late Payment Charge**

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within thirty (30) days after the billing date, are subject to late payment penalty charges of 1.5% per month. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

**1.3 Deposits**

Company will not require deposits or advance payments by Customers for services.

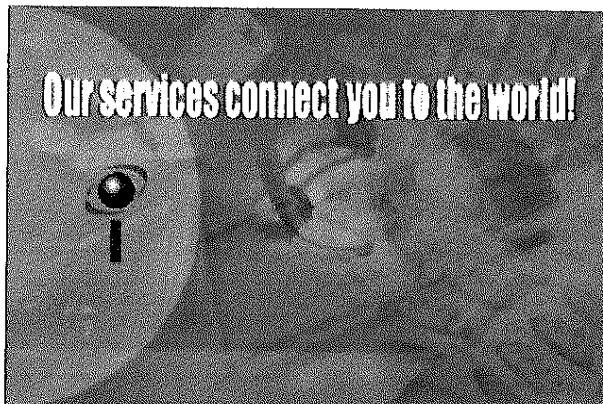
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Our services connect you to the world!

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[Learn More>>](#)

**LATEST RATES**  
(Click on Your Plan)

RESIDENTIAL	BUSINESS
TotalSAVER	TotalSILVER
TotalBASIC	TotalGOLD
TotalPRIME	TotalPLATINUM
TotalCHOICE	
TotalUNLIMITED	
TotalWORLD	

[Learn More>>](#)

[Learn More>>](#)

**Experiences of our customers...**

I have had your phone service for at least two years, and I am so happy with it that I constantly refer my friends and colleagues. I waited until I had the service for about 6 months before referring anyone so that I could make sure that there were no hidden costs. Since then I have referred many of my friends, and every one of them has been really pleased with your company. It is such a bargain that I tell everyone who I refer not to worry about the referral info! I feel that I am truly getting a bargain.

Thanks for your continued good service and good product. Keep up the good work!

[Tell us your experience!](#)



## Tired of paying too much for Long Distance?

### Residential Plan

Six Plans

Six Low Rates

Six Ways to Save

[Learn More](#)

As low as  
**2.9¢/min**

### Business Plan

Solutions for  
your **BUSINESS!**

[Learn More](#)

### Dial Around Service

Sign up for Total Call  
International's  
Dial Around program and  
lower your monthly long  
distance bills.

- No commitments
- No service fee
- No monthly minimum

[Learn More](#)

OVERVIEW | **RESIDENTIAL** | BUSINESS | GIAL AROUND | COUNTRY CODES | FAQ

## ↪ NATIONWIDE PLANS

Choose Total Call International as your long distance provider to save money and talk longer. All plans include Total Access and great International Rates. See specific plan for details.

# Six

Six Plans Six Low Rates Six Ways to Save

### PERFECT FOR FREQUENT CALLERS

**TotalSAVER**  
2.9 ¢/Min

Same state-to-state calling rate day or night  
\$15.00 Monthly minimum usage  
Online billing and payment **required** - Auto-pay optional

### PLANS WITH NO MONTHLY MINIMUMS

**TotalBASIC**  
3.9 ¢/Min

One low rate for state-to-state calls day or night  
No monthly fees or minimums  
Online billing and payment **required** - Auto-pay optional

**TotalPRIME**  
4.4 ¢/Min

One flat per minute rate day or night for state-to-state calls  
No monthly fees or minimums  
Online billing, payment, and Auto-pay are available

### FOR ALL THOSE NIGHT AND WEEKEND CALLERS...

**TotalCHOICE**  
2.9 ¢/Min

One low state-to-state calling rate for nights & weekends  
No monthly fees or minimums  
Online billing, payment, and Auto-pay are available

### TALK AS MUCH AS YOU WANT!

**TotalUNLIMITED**  
\$24.95 Mo

Low monthly flat fee  
Unlimited Calling in 48 States  
Online billing and payment **required** - Auto-pay optional

### INTERNATIONAL CALLERS --- SAVE MORE!

**TotalWORLD**

Low International Rates --- Click here to see the rates  
Domestic state-to-state calls only 4.9¢/Min anytime  
No monthly fees or minimums  
Online billing, payment, and Auto-pay are available

## ↪ INTERNATIONAL PLANS

Total Call International offers special plans to call the following countries.


6.9 ¢/Min  
Japan

5.9 ¢/Min  
Korea

39.9 ¢/Min  
Cambodia

34.9 ¢/Min  
Vietnam

Home | Our Company | Contact Us | Terms & Conditions

 AGENT LOGIN

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**↪ NATIONWIDE PLANS**

Total Call International has long distance solutions to fit your business. All plans include TotalAccess and great International rates. See specific plan for details.

**BEST NATIONWIDE RATE**

**TotalSILVER**  
**3.5 ¢/Min**

Call anytime state-to-state with one low rate  
\$50.00 Monthly minimum usage  
Online billing, payment, and Auto-pay are available

**GREAT DOMESTIC RATE WITH A LOWER MONTHLY MINIMUM!**

**TotalGOLD**  
**4.4 ¢/Min**

One rate for all state-to-state calls  
\$25.00 Monthly minimum usage  
Online billing, payment, and Auto-pay are available

**BEST INTERNATIONAL RATES --- DESIGNED FOR BUSINESSES THAT CALL OVERSEAS!**

**TotalPLATINUM**

Low International rates --- [Click here to see the rates](#)  
Domestic state-to-state calls only 4.4¢/Min anytime  
\$25.00 Monthly minimum usage  
Online billing, payment, and Auto-pay are available


➔ **DIAL AROUND SERVICE**

Total Call International's Dial Around Service allows people to enjoy great long distance rates without having to switch their long distance service.

- No commitments
- No service fee
- No monthly minimum
- 4.9¢ per minute flat rate for all domestic calls
- Enjoy low rates on your International calls with the World Connect rate plan
- The Domestic and International rates are the same 24/7
- Domestic calls are billed in 30/6 increments
- International calls are billed in 60/60 increments
- Customers do not have to change their current long distance carrier
- To use the dial around service, simply dial a toll free access number
- For added convenience, program the toll free access number as a speed dial on your phone
- Customers will receive a detailed monthly invoice only if service is used

For more information or to sign up, please contact our customer care center available 24 hours a day at 800-330-6895.

➔ **CALLING RATES**

State-to-State (per minute)	\$0.049	
In-State (per minute)	\$0.049	
International (per minute) World Connect Rate Plan	- Please select a country -	

## Stay in Touch for Less!

### Mobile Long Distance

#### Make International Calls from your cell phone!

- Save 90% On the Per Minute Rate
- PIN-Less Dialing Convenience
- No Connection Fee
- No Hidden Fees
- Online Account Management

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### Phone Cards

#### The most affordable Long Distance service!

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# Total Call International

**Prepaid Phone Cards**

[OVERVIEW](#) | [PHONE CARDS](#) | [MOBILE LONG DISTANCE](#) | [COUNTRY CODES](#)

## PHONE CARDS

Total Call International offers a wide selection of Phone Cards designed to be the most affordable way to make international calls.



Our Phone Cards can only be purchased through local authorized retailers. For distributors seeking more information about Total Call International Phone Cards, please contact our sales team at 800-322-6927.

[Home](#) | [Our Company](#) | [Contact Us](#) | [Terms & Conditions](#)

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## **EXHIBIT C**

### **SUMMARY OF CHANGES**

All services have been removed from the replacement tariff with the exception of Customer Deposits, Return Check Charge, Late Payment Charge, and Directory Assistance.

Tariff Number 1 has been replaced in entirety.



Section Number and Services Removed

Pages Removed

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## **EXHIBIT D**

### **EXPLANATION OF COMPLIANCE WITH RULE 4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED SERVICES**

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901: 1-6-05(G)(4) and 4901: 1-6-05(G)(3).

*This tariff, P.U.C.O. Tariff No. 2 filed by TOTAL CALL INTERNATIONAL, INC., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.*

*This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at [www.TOTALCALLUSA.com](http://www.TOTALCALLUSA.com) and at the Company's headquarters: 707 Wilshire Blvd 12<sup>th</sup> Fl, Los Angeles, CA 90017.*

## **EXHIBIT E**

### **CUSTOMER NOTICE**

Copy of the Customer Notice of detariffing and related changes 4901: 1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901: 1-6-05(G)(3).

# Total Call.<sup>®</sup>

## INTERNATIONAL

### IMPORTANT NON-RESIDENTIAL CUSTOMER NOTICE

Dear Valued Subscriber:

Beginning on August 30, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Total Call International will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Total Call International provides long distance telecommunication services in the State of Ohio.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Total Call International must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.totalcallusa.com](http://www.totalcallusa.com) or you can request a copy of this information by contacting Total Call International at PO Box 71606, Los Angeles, CA 90017 or toll-free at (800)330-6895.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Total Call International at the toll free number (800)330-6895 or visit us at [www.totalcallusa.com](http://www.totalcallusa.com).

Sincerely,

*Total Call International*



**IMPORTANT RESIDENTIAL CUSTOMER NOTICE**

Dear Valued Subscriber:

Beginning August 30, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Total Call International will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Total Call International must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.totalcallusa.com](http://www.totalcallusa.com) or you can request a copy of this information by contacting Total Call International at PO Box 71606, Los Angeles, CA 90017 or toll-free at (800)330-6895.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Total Call International at the toll free number (800)330-6895 or visit us at [www.totalcallusa.com](http://www.totalcallusa.com). You may also visit the consumer information page on the PUCO's website at [puco.ohio.gov](http://puco.ohio.gov) for further information.

Sincerely,

*Total Call International*

## **EXHIBIT F**

### **CUSTOMER NOTICE AFFIDAVIT**

Customer Notice is not applicable because TOTAL CALL INTERNATIONAL, INC. has no retail customers in Ohio, as attested to in the attached affidavit. Accordingly, there are no customers to notify.

