

FILE

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April 20, 2007

Renee Jenkins, Executive Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

RE: Cheap2Dial Telephone, LLC
Case No. 07-0344-TP-ACE

RECEIVED-DOCKETING DIV
2007 APR 23 AM 10:41
PUCO

Dear Ms. Jenkins:

In accordance with the request of staff member, Jennifer Reed, enclosed herewith for filing with the Commission please find an original and seven (7) copies of the above referenced corporation's amendments to the Petition for Authority to Provide the Resale of Telecommunications Services within the State of Ohio as follows:

- Exhibit A-1: Service Requirements Form - pages 1, 2, 6-8;
- Exhibit B-1: Tariff - pages 10, 11, 13, 17, 20, 24-26, 35-37; and
- Exhibit I-1: Sample Bill, Residential and Non-residential Disconnect Notices.

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return same to me in the enclosed postage-paid envelope.

Should you have any questions concerning this matter, please contact my assistant, Beth Ronfeldt, or me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.


Patrick D. Crocker

PDC/pas

enc

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician And Date Processed 4/23/07

EXHIBIT A-1

Service Requirements Form

Revised Pages 1, 2, and 6-8

TELEPHONE SERVICE REQUIREMENTS FORM

Pursuant to Case Nos. 95-845-TP-COI, 99-998-TP-COI, 99-563-TP-COI, and 04-1785-TP-ORD

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. SALES TAX (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

[x] 2. MTSS TARIFF REQUIREMENTS

[x] The provider attests that its tariffs include:

- provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☒ not applicable since the provider has not chosen to incorporate toll caps.
- language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- language regarding residential service guarantors, as cited in 4901:1-5-14;
- language regarding subscriber bills, as cited in 4901:1-5-15;
- language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☒ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

☒ 3. **SURCHARGES**

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 procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line

Provider's Name: Cheap2Dial Telephone, LLC

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**[x] 1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES
AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all telephone companies offering message toll service (MTS)
(See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or

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- ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
- iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☒ **2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service

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agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.

- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

☐ 3. **ALTERNATIVE OPERATOR SERVICES**

By checking this box, the provider attests that it will provide alternative operator services (AOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the AOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

☒ 4. **LIMITATION OF LIABILITY**

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

☐ 5. **TERMINATION LIABILITY**

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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EXHIBIT B-1

Proposed Tariff

Revised Pages 10, 11, 13, 17, 20, 24-26, and 35-37

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Public Utilities Commission of Ohio

Company

Cheap2Dial Telephone, LLC

Issued: March 29, 2007

Effective: April 28, 2007

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. _____

Issued by: Barry Rynearson, Managing Member
Cheap2Dial Telephone, LLC
1351 Jefferson Street, Suite 302
Washington, MO 63090

Customer

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

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

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Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

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2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within seven (7) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.3.7. Except as required by the MTSS, the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) as determined by a court of law.

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2.8.2. The Company's bills are due 14 days after postmarked. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due.

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

Cheap2Dial Telephone, LLC
2033 Linglestown Road, #241
Harrisburg, PA 17110
Telephone: (717) 213-6899
Facsimile: (717) 828-1002
Toll-Free: (866) 600-9455

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

PUBLIC UTILITIES COMMISSION OF OHIO
180 East Broad Street
Columbus, OH 43215-3793
Telephone: (800) 686-7826 (voice)
(800) 686-1570 (TDD)
Facsimile: (614) 752-8351
Website: www.puco.ohio.gov

2.8.4. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

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

2.8.6. The Company's bills and billing practices will comply with MTSS Rule 4901:1-5-15, Ohio Administration Code.

2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assignees, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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2.10. Tax and Fee Adjustments

2.10.1. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company an occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, or local agency of government.

2.10.2. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover an amount if it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for use of their payphones to access the Company's services.

2.11. Method for Calculation of Airline Mileage

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\sqrt{\frac{(5004 - 5987)^2 + (1406 - 3424)^2}{10}}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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2.12. Time of Day Rate Periods

2.12.1. The Company does not differentiate rates for time of day. The rates in Section 4 apply for Daytime, Evening, Night/Weekend and Holiday time periods.

2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements. Any contracts entered between the Company and Customer shall be filed with the PUCO.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service in compliance with Rule 4901:1-5-17, Ohio Administration Code.

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4.7. Bundled Service Plans

4.7.1. Customers can select one of the bundled "Minutes" service plans where Customers are charged a flat fee and incur a per minute usage charge for calls beyond the plan's packaged minutes.

4.7.2. Dial Minutes Plan

Customers subscribing to the Dial Minutes Plan incur a \$12.97 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 332 minutes per month. LEC billing offered.

DAY/EVENING/NIGHT/WEEKEND

Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 332 Minutes
\$12.97	332	\$0.039

4.7.3. Max Minutes Plan

Customers subscribing to the Max Minutes Plan incur a \$13.97 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 358 minutes per month. LEC billing offered.

DAY/EVENING/NIGHT/WEEKEND

Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 358 Minutes
\$13.97	358	\$0.039

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4.7.4. Max Minutes Plan Plus

Customers subscribing to the Max Minutes Plan Plus incur a \$14.97 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 383 minutes per month. LEC billing offered.

DAY/EVENING/NIGHT/WEEKEND

Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 358 Minutes
\$14.97	383	\$0.039

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4.8. Recurring Charges

4.8.1. 800 Number Customers will incur the following monthly Recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800 Number	\$1.00	\$25.00
Authentication/BTN (verified)	\$0.75	\$0.75
Monthly Recurring Charge Per T-1	\$0	\$100.00
Monthly Billing Charge	\$3.95	\$0

4.9. Non-recurring Charges

4.9.1. Customers will incur the following Non-recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Set and Installation Charge	\$0	\$150.00

4.10. Special Promotional Offering

4.10.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. The Company will give the Commission seven (7) days' notice of any special promotional offerings detailing the promotion and provide the beginning and ending dates. The Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.11. Emergency Calls

4.11.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

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EXHIBIT I-1

Sample Bill and Disconnect Notice

Revised Sample Bill and Residential and Non-residential Disconnect Notice

Sample Bill

Customer: [Insert Customer's
Name] **Address:** [Insert Address]

Account No.: [Insert account number or phone number]

Billing Date	Billing Period	Date Due

CHEAP2DIAL TELEPHONE, LLC

1351 Jefferson Street, Suite 302

Washington, MO 63090

FOR BILLING INQUIRIES: **1-866-600-9455**

FOR SERVICE INQUIRIES: **1-866-600-9455**

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Recurring, fractional or nonbasic service charges:			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
Total Due	\$		

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your complaint is not resolved after you have called Cheap2Dial Telephone, LLC., or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

ITEMIZATION OF CHARGES

Itemization of toll service charges:

Date and time of placement	Destination (City, State)	Telephone Number Called	Total Charge per call (e.g., day, night / weekend, calling card)	Duration of Call	Total Toll Charges

Please note: Nonpayment of toll charges may result in the disconnection of toll service and may be subject to collection actions but will not result in the disconnection of local service.

RESIDENTIAL DISCONNECTION NOTICE

Cheap2Dial Telephone, LLC

[Date]

Customer Name

Account Number: xxxxxxxx

Address 1

Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

This will serve as notice that Cheap2Dial Telephone, LLC intends to disconnect your long distance telephone service. Cheap2Dial Telephone, LLC has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of toll services. An additional charge for reconnection may apply if your service is disconnected. Payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due for toll charges is [insert figure]. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Cheap2Dial Telephone, LLC to discuss your account, please call or send all correspondence to:

Barry Rynearson, Managing Member

Cheap2Dial Telephone, LLC

2033 Linglestown Road, #241

Harrisburg, PA 17110

Phone: (866) 600-9455

Hours: 8:00 a.m. to 5:00 p.m. EST

If you have a complaint in regard to this disconnection notice that can not be resolved after you have called Cheap2Dial Telephone, LLC, or for general information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

NON-RESIDENTIAL DISCONNECTION NOTICE

Cheap2Dial Telephone, LLC

[Date]

Customer Name Account Number: xxxxxxxx

Address 1 Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

Our records indicate that your long distance account has a delinquent balance. Your service will be disconnected on [disconnection dates in the disconnection window falling on a weekday but not Fridays, not Ohio legal holidays, and not days on which or days before the company's offices are closed] between the hours of 8:00 a.m. to 5:00 p.m. Eastern Time unless:

The past due balance is paid in full by [DATE].

You may contact us to make an inquiry, to discuss the delinquency, or to make a complaint.

Barry Rynearson, Managing Member

Cheap2Dial Telephone, LLC

2033 Linglestown Road, #241

Harrisburg, PA 17110

Phone: (866) 600-9455

Hours: 8:00 a.m. to 5:00 p.m. EST

You may request the assistance or advice of the Public Utilities Commission of Ohio in conducting further negotiations.

Public Utilities Commission of Ohio

180 E. Broad Street

Columbus, Ohio 43215

Phone: (800) 686-7826

Hours: 8:00 a.m. to 5:30 p.m. Mon.-Fri.

The company shall restore service if the disconnected customer pays one-half of the delinquent bill, or a lesser negotiated amount, before restoration and enters into a repayment plan to pay the balance over a minimum period of three months, except that the utility is not obligated to enter into more than two plans of this type with a particular customer within a calendar year. You may also be charged a deposit prior to restoration of service, which is [*"two-twelfths of the reasonably estimated charge for the following twelve months of service"*].