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FILE

ANDREW O. ISAR

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Via Overnight Delivery

June 22, 2007

Ms. Renee J. Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

07-737-TP-ACE

Dear Ms. Jenkins:

Enclosed for filing with the Public Utilities Commission of Ohio, are an original and seven (7) copies of a New Operating Authority Application by America Net, LLC ("America Net"). By this filing, America Net seeks non-facilities-based interexchange operating authority through out the State of Ohio.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Thank you for your attention to this matter. Questions concerning this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.


Andrew O. Isar

Enclosures

Regulatory Consultants to
America Net, LLC

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 

Date Processed 6-22-07

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of)

America Net, LLC)

to provide non-facilities-based intra-state interexchange)
telecommunications services throughout the State of Ohio)

Case No. 07 - 737 - TP - ACE

Name of Registrant(s) **America Net, LLC**

DBA(s) of Registrant(s) **Registrant will exclusively operate under the name "America Net, LLC."**

Address of Registrant(s) **3580 Wilshire Boulevard, 17th Floor, Los Angeles, California 90010**

Company Web Address **http://www.americanetllc.com/**

Regulatory Contact Person(s) **Frank Sanders** Phone **213.388.5551** Fax **213.388.3332**

Regulatory Contact Person's Email Address **americanetllc@gmail.com**

Contact Person for Annual Report **Frank Sanders** Phone **213.388.5551**

Consumer Contact Information **Frank Sanders** Phone **213.388.5551**

Date **April 11, 2007** TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

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

Motion for waiver(s) filed affecting this case? ☐ Yes ☐ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☒ CTS (XC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. **It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.**

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
- ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☒ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
- ☐ a. Switched Local ☐ b. Non-switched local ☒ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
- NOTE: see item 25 (CTR) on page two of this form for all other contract filings.**
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
- ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
- ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies)
- ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
- ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
- ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
- ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
- ☐ vi. Grandfather service (30-day approval, 10 copies)
- ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
- ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
- ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
- ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
- ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
- ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services

NOTE: Notifications do not require or imply Commission Approval.

- ☐ a. New End User Service (0-day notice, 10 copies)
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
☐ c. Withdrawal of service (0-day notice, 10 copies)
☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
☐ 22 Designation of Registrant's Process Agent(s)
☐ 23 Update to Registrant's Maps
☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input checked="" type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.

<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357). Inapplicable to Applicant as and CTS
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input checked="" type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input checked="" type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☒ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☒ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☒ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

- IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:
Frank Sanders, Regulatory Liaison, 213.388.5551, 3580 Wilshire Boulevard, 17th Floor, Los Angeles, California 90010
- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:
Faisal Aziz, Principal Manager and Frank Sanders, Regulatory Liaison, 213.388.5551, 3580 Wilshire Boulevard, 17th Floor, Los Angeles, California 90010

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)
Applicant maintains no affiliates operating in Ohio under PUCO authority, whether Telecommunication or other.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, **America Net, LLC**, and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) 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 February **28** 2007 at Los Angeles California
(Date) (Location)

F. Aziz, Principal Manager, February **28**, 2007
(Signature and Title) (Date)
Faisal Aziz

** 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, **Faisal Aziz**, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

F. Aziz (President), Principal Manager, February **28**, 2007
(Signature and Title) (Date)
Faisal Aziz

** 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 (or to the Telecommunications Division Chief if a pre-filing submittal)
180 East Broad Street, Columbus, OH 43215-3793

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
America Net, LLC)
to provide non-facilities-based) Case No. _____ - _____ -TP - _____
intrastate interexchange)
telecommunications services throughout)
the State of Ohio)

Listing of Exhibits

EXHIBIT A	COMPLETED SERVICE REQUIREMENTS FORM
EXHIBIT B	PROPOSED INTEREXCHANGE TARIFF
EXHIBIT C	EVIDENCE THAT REGISTRANT HAS NOTIFIED THE OHIO DEPARTMENT OF TAXATION OF ITS INTENT TO CONDUCT OPERATIONS
EXHIBIT D	DESCRIPTION OF PROPOSED SERVICES
EXHIBIT E	DOCUMENT ATTESTING TO APPLICANT'S TECHNICAL AND MANAGERIAL EXPERTISE
EXHIBIT F	DOCUMENTATION INDICATING APPLICANT'S CORPORATE STRUCTURE
EXHIBIT G	EVIDENCE OF CERTIFICATION FROM OHIO SECRETARY OF STATE
EXHIBIT H	OFFICERS AND DIRECTORS
EXHIBIT I	SAMPLE CUSTOMER BILL
EXHIBIT J	CUSTOMER RESIDENTIAL SERVICE APPLICATION FORM

EXHIBIT A

COMPLETED SERVICE REQUIREMENTS FORM
(Attached)

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):

☒ 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.

☒ 2. **MTSS TARIFF REQUIREMENTS**

☒ 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; **The company does not collect deposits.**

☒ 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 **Inapplicable**; and,

- ☒ 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. **The Company does not collect advanced payments.**

☒ 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

Provider's Name: America Net, LLC

Case No. ____ - ____ -TP- ____

Case No. ____ - ____ - TRF

Issued: June 25, 2007

(Date Filed)

specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 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.

[x] 4. **1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Provider's Name: America Net, LLC

Case No. ____ - ____ -TP- ____

Case No. ____ - ____ - ____ - TRF

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Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be

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required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows:

- a. The charge shall be no greater than those set forth in Paragraph (e)(ii), unless modified by a company-specific Commission-approved tariff.
- b. If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

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B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):**q 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-

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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

- 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:

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- 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 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.

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q **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.

q **6. SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified

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customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

q **7. LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

q **8. TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

q **Option 1**

Tariffing

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff

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shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

q Option 2

Tariffing

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

q 9. INMATE OPERATOR SERVICES

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

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EXHIBIT B

PROPOSED INTEREXCHANGE TARIFF
(Attached)

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO
INTEREXCHANGE INTERLATA AND INTRALATA TOLL SERVICES

WITHIN THE STATE OF OHIO

Provided by

America Net, LLC
3580 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by America Net, LLC ("America Net") within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio ("Commission") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business: 3580 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90010.

Issued: June 25, 2007

Effective Date: August 1, 2007

Issued By:

Faisal Aziz
America Net, LLC
3580 Wilshire Boulevard, 17th Floor
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CHECK SHEET

The Title Sheet and remaining pages of this Tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original		
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original		
11	Original		
12	Original		
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25	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify all other **changes**
- (D) To signify a rate **Decrease**
- (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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TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- 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 if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

- A. This Tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA Toll Services within the State of Ohio by America Net, LLC. Company's Service as set forth herein is provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.
- B. This Tariff is on file with the Public Utilities Commission of Ohio ("Commission") and is in concurrence with all applicable state and federal laws and with the Commission's applicable Rules and Regulations and Orders. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 3580 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90010.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Service

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

Public Utilities Commission of Ohio (“Commission”)

Company

America Net, LLC (“America Net”), the issuer of this Tariff

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. 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.

O.A.C:

Ohio Administrative Code

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without “adding value”) for profit.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Subscriber

See “Customer” definition.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.
- 2.1.5. This Tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse further service due to non-payment in accordance with Chapter 4901:1-5-17 O.A.C.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Ohio law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.
- 2.5.15. 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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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.
- 2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The subscriber 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: $\text{Credit} - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

- 2.11.1. Company bills conform to applicable provisions of 4901:1-5-15 O.A.C. for interexchange service. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.
- 2.11.2. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.
- 2.11.4. Return check charges of \$20.00 may be applied in the event of a financial institution's return of a Customer's check.
- 2.11.5. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty five (45) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. PAYMENTS AND BILLING, Continued**

- 2.11.6. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 800.331.3967. Customer service representatives are available from 6:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 4:59 a.m. Pacific Time, which will be responded to on the next business day. Customers may leave voice mail during out of office hours and submit inquiries or complaints any time via electronic mail at [americanetllc @ yahoo.com](mailto:americanetllc@yahoo.com) .
- 2.11.8. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Pursuant to Chapter 4901:1-5-05 O.A.C., the Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint to the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by Chapter 4901:1-5-05 O.A.C.
 - C. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

2.11.8., Continued

- D. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Ohio Public Utilities Commission for its investigation and decision. The Company will provide the Customer with the address, local/toll free numbers and TDD/TTY number of the Commission's Public Interest Center.

The address and telephone number of the Commission are:

Attn: P.I.C.
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3793
Telephone: 1-800-686-7826 (voice)
1-800-686-1570 (TDD)

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION BY CUSTOMER**

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel Service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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2.13. CANCELLATION BY COMPANY

- 2.13.1. Company reserves the right to refuse or disconnect service to Customer without notice to the Customer and without incurring liability in the following circumstances set forth in Chapter 4901:1-5-17(G) O.A.C.:
- A. When an emergency may threaten the health or safety of a person. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
 - B. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
 - C. In the event of tampering with any facilities or equipment furnished and owned by the Company.
- 2.13.2 In the event a Customer utilizes service for resale in violation of Section 2.3.5 of this Tariff, Company will cancel service immediately and without notice.
- 2.13.3 The Company may disconnect a Customer's service for non-payment of service upon seven days' notice to the Customer, as set forth in Chapter 4901:1-5-17(B), (J) and (K) O.A.C.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.4. The Company will notify or attempt to notify a Customer, through any reasonable means, before service is disconnected for the following reasons as set forth in Chapter 4901:1-5-17(D) and (E) O.A.C.:

- A. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission, except non-payment for service;
- B. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
- C. Refusal to permit the Company necessary access to its facilities or equipment; or
- D. When the customer has committed a fraudulent practice as set forth and defined in this Tariff.

2.13.5. The Company may not discontinue a Customer's service when the Customer pays the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on the Customer's account by the close of business on the disconnection date listed on the disconnection notice.

2.13.6. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.13.7. At the Customer's request and upon notification by the Customer that the Customer's calling card is being used fraudulently, the Company shall cancel the Customer's calling card and issue a new card and personal identification code to the Customer. The Company will take appropriate steps to determine the requesting Customer's identity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.8. If a Customer informs the Company that collect and third-party calls are fraudulently being billed to the Customer, the Company will investigate the Customer's claim through the fraud department of its underlying carrier. If the Customer's claim is meritorious, the Company will make adjustments in the Customer's bills as appropriate and refer the Customer to their Local Exchange Company, which may place blocks on the Customer's third-party and collect calling capability.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ADVANCED PAYMENTS AND DEPOSITS**

The Company will require applicants and Customers to establish or reestablish financial responsibility pursuant to the provisions of Chapters 4901:1-17-03 and 4901:1-5-13 O.A.C.

The Company does not require from any Customer a minimum cash deposit or other guaranty to secure payment of bills. The Company acknowledges that deposits for intrastate service are governed by Chapters 4901:1-17 and 4901:5-13 O.A.C. and will abide by the provisions thereof should the company begin collecting advanced payments or deposits, subject to prior Commission notice. Should Company requires deposits a residential service guarantor may be provided by Customer in lieu of a deposit, pursuant to 4901:1-5-14 O.A.C.

2.15 INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. FULL FORCE AND EFFECT

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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SECTION 3 - SERVICES**3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

- 3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments as specified. Fractional billed amounts are rounded up to the next whole cent.

3.2. APPLICATION OF RATES**3.1.1. Timing of Calls**

- 3.1.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
- 3.1.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.1.4. There is no billing for incomplete calls.

3.1.2. Service Areas

- 3.1.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.
- 3.1.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

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SECTION 3 - SERVICES**3.2 PROMOTIONAL OFFERINGS**

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 3 - SERVICES**3.4. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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:
- 3.4.4. 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

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

Issued: June 25, 2007

Effective Date: August 1, 2007

Issued By:

Faisal Aziz
America Net, LLC
3580 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
213.388.5551
TRF No. - -CT-TRF

SECTION 3 – SERVICES, Continued**3.4. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE, Continued****3.4.4. Continued**

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.

3.4.5. 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.

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SECTION 3 – SERVICES, Continued

3.5. EMERGENCY SERVICES CALLING PLAN

- 3.5.1. Message toll telephone calls to governmental emergency service agencies, as set forth below, 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 below, are offered at no charge to customers.
- 3.5.1.1. Government fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate government agency) qualify as government emergency service agencies provided they answer emergency service calls on a personally attended (live 24-hour basis, 365 days a year, including holidays).
- 3.5.1.2. 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.

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SECTION 4 – RATES**4.1. INTEREXCHANGE SERVICE CHARGES**

Monthly service charges per account are based on the following schedule:

4.1.1. Switched Access Service - InterLATA

Initial 30 seconds	\$0.0395
Each additional 30 seconds	\$0.0395

4.1.2. Switched Access Service - IntraLATA

Initial 30 seconds	\$0.0395
Each additional 30 seconds	\$0.0395

4.2. MISCELLANEOUS FEES AND SURCHARGES**4.2.1. Monthly Service Fee**

Service Fee, Per Month	\$4.99
------------------------	--------

4.2.2. Primary Interexchange Carrier Change Charge

Charge, per change	\$5.50
--------------------	--------

4.2.3. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.4. Returned Check Charge

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

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America Net, LLC
3580 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
213.388.5551
TRF No. - -CT-TRF

EXHIBIT C

**EVIDENCE THAT REGISTRANT HAS NOTIFIED THE OHIO DEPARTMENT
OF TAXATION OF ITS INTENT TO CONDUCT OPERATIONS**

(Attached)

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

ANDREW O. ISAR

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

June 22, 2007

Mr. John Nolfi, Administrator
Ohio Department of Taxation
Public Utility Section
30 E. Broad Street, 21st Floor
Columbus, OH 43215

Dear Mr. Nolfi:

America Net, LLC ("America Net"), by its regulatory consultants and pursuant to Public Utilities Commission of Ohio ("Commission") requirements, hereby advises the Ohio Department of Taxation of the Company's Intent to provide resold long distance services throughout the State of Ohio. America Net will begin providing service upon the grant of it's Application for authority, contemporaneously filed with the Commission.

Applicant's contact for ongoing operations is:

Frank Sanders
America Net, LLC
3580 Wilshire Boulevard, 17th Floor,
Los Angeles, California 90010
213.388.5551

Thank you for your attention to this matter.

Sincerely,

MILLER ISAR, INC.



Andrew O. Isar

Regulatory Consultants to
America Net, LLC

EXHIBIT D

DESCRIPTION OF PROPOSED SERVICES

Applicant proposes to provide non-facilities-based resold interexchange telecommunications services exclusively to commercial subscribers. Such services will include switched access outbound "1+" toll services. Applicant will utilize the networks of its underlying carrier(s). Applicant will not purchase or construct its own facilities for the provision of service. Applicant does not propose to provide operator assisted calling services to the transient public.

EXHIBIT E

DOCUMENT ATTESTING TO APPLICANT'S TECHNICAL AND MANAGERIAL EXPERTISE

Applicant's senior manager has extensive business and telecommunications industry experience, as demonstrated in the biography attached hereto. Applicant maintains the managerial ability to provide responsible interexchange telecommunications services in Ohio on an ongoing basis. Applicant will rely on the technical capabilities of Applicant's underlying carrier in Ohio for the provision of network services. Applicant does maintain a full time professional staff of customer service representatives to respond to customer inquiries and complaints.

FAISAL AZIZ

5858 HOLLYWOOD BLVD. SUITE 203
LOS ANGELES, CALIFORNIA 90028

Executive Summary:

- 14 years in Technical/ Telecommunication/ Engineering recruiting, 8 years experience in administration/ industrial recruitment.
- Responsible for the technical training and supervision of new employees.
- Highly resourceful, creative and adept in the complete requirement process involving sourcing, identifying, screening, interviewing, reference checking, salary negotiations and closure.
- Develop job descriptions with hiring managers and account managers.
- Provide assistance to managing partners and HR with other functions related to overall productivity and improvements for the organization.

EDUCATION

- UCSB - Business Management Courses
- IBM Technical Education - RPG, SQL, Work Management
- METRO STATE COLLEGE Denver, Co
- BACHELOR OF SCIENCE DEGREE in Computer Science emphasis

CORE COMPETENCIES

- Project Management
- Application Design/ Development
- Research and Development
- Problem Solving and Business Impact Analysis
- Team Building

TECHNICAL PROFICIENCIES

Platforms: IBM AS/400, Windows 95/98/2000/XP

Languages: RPG III, RPG IV, ILE RPG, CL, DDS, SQL

Packages: JDE, JBA, Lawson

Networking: TCP/IP, SNA, Ethernet

Tools: SDA, DBU, Hawkeye, Turnover, Taatool, Microsoft Office Suite (Word, Excel,

Powerpoint, Access, Project, Outlook)

Professional Experience

EDP Contracts Services: 09/99-12/05

Sr. Technical Recruiter

- Recruiting Technical/ Telecommunication contractors.
 - Creating and maintaining recruiting database of applicants and prospects.
 - Negotiating compensation and hire considerations.
 - Lead on Northrop Gruman/Logicon's Windows NT/Help Desk Roll-Out.
 - Working closely with outsourcing agencies, such as Luscent, SBC, Entex, TSS, and IBM to ensure proper vendor support.
 - Sourcing for technical candidates on internal database, networking, referrals, as well
-

as throughout the net.

Placed contractors for the following positions and skill sets:

- Languages: Visual Basic, RPG, C++, Java, JAVA 2EE, XTML, Perl and Cold Fusion.
- Networks: LAN/WAN, Banyan Vines, Novell Netware, Novell 3.12/4.1
- Operating Systems: AS/400, UNIX (Sun/Solaris, Linux, OS2, HP/UX), Windows (NT)
- Databases: Oracle, Sybase, MS SQL/Server, Access
- Other: TCP/IP, Object Oriented, CGI, Client Server, ASP, IMS/DL/1.

Wintech Staffing Group: 01/95-06/99

Sr. Technical Recruiter

Placing permanent, contract and contract to hire for the following:

• Positions: Software Developers, Systems Analyst, Systems Administrators, Business Analysts, Project Managers, Quality Assurance Managers, QA Testers, Network Engineers, Software Engineers, Telecommunication engineers, Technical Writers, Technical Support, Mainframe Managers and Operators. Telecommunication, Project Managers, Contractors.

• Languages: Visual Basic, RPG, C++, Java, JAVA 2EE, Java Swing, XTML, Perl and Cold Fusion.

• Networks: LAN/WAN, Banyan Vines, Novell Netware, Novell 3.12/4.1, T1, ISDN

• Databases: Oracle, Sybase, MS SQL/Server, Access

• Worked closely with four Account Managers to improve sales and recruit technical contractors.

• Sourcing for technical candidates on internal database, networking, referrals, as well as throughout the net.

• Conducted in-house interviews with prospective contractors.

• Checked references and conducted background checks.

• Provided follow-ups with existing contractors to ensure their compatibility with our clients.

WINSTAR TELECOMMUNICATION 01/90-09/94

Los Angeles, CA

Account Manager

Negotiated major technical voice and data contracts; managed fortune 100, 500 companies network. Successful account management of North America based global telecommunication networks

*Sold T-1 value added data services to Fortune 500 companies

*Designed digital networks

*Knowledge of LAN/WAN, videoconferencing, ATM, Frame Relay

*Solution selling oriented

*Excellent written and verbal skills

*Developed strong relationships with key decision-makers

*Negotiated major technical contracts

*Serviced base solution skills

*Excellent communication skills

REFERENCES

- Professional and Personal References furnished upon request
-

EXHIBIT F

DOCUMENTATION INDICATING APPLICANT'S CORPORATE STRUCTURE

(Attached)

Applicant was organized under the laws of California on January 25, 2001 as a limited liability corporation. Evidence of Applicant's formation and good standing in its state of domestication is attached.

State of California
Secretary of State

CERTIFICATE OF GOOD STANDING
CALIFORNIA LIMITED LIABILITY COMPANY

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby
certify:

That on the **25th day of January 2001**, **AMERICA NET, LLC**, became
recognized under the laws of the State of California by filing its Articles of Organization
in this office; and

That according to the records of this office, the said limited liability company is
authorized to exercise all its powers, rights and privileges and is in good legal standing
in the State of California; and

That no information is available in this office on the financial condition of this
limited liability company.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of December 21, 2006.



BRUCE McPHERSON
Secretary of State

EXHIBIT G

EVIDENCE OF CERTIFICATION FROM OHIO SECRETARY OF STATE
(Attached)

200700500642

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/05/2007	200700500642	REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

UNISEARCH, INC.
PMB 232
2545 HILLIARD-ROME ROAD
HILLIARD, OH 43026

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1670031

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AMERICA NET, LLC

and, that said business records show the filing and recording of:

Document(s):

REGISTRATION OF FOREIGN LIMITED LIABILITY CO

Document No(s):

200700500642



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 2nd day of January, A.D. 2007.

J. Kenneth Blackwell

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3455)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail State or Expedite Delivery

☐ Yes PO Box 1390
Columbus, OH 43216

*** Requires an additional fee of \$100 ***

☐ No PO Box 870
Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)

Filing Fee \$125.00

COPY

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (116-LCA) ORC 1705	(2) <input checked="" type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705 01/25/2001 California (Date of Formation) (State)
--	---

Complete the general information in this section for the box checked above.

Name America Net, LLC

☐ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: Limited liability company, limited, Ltd, L.L.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date upon filing Date specified can be no more than 90 days after date of filing.
(mm/dd/yyyy)

This limited liability company shall exist for Perpetual
(Optional) (Period of existence)

Purpose Telecommunication Services
(Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional)

(Name)

(Street)

(City)

NOTE: P.O. Box Addresses are NOT acceptable.

(State)

(Zip Code)

2007 JAN -2 PM 4:48

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being at least a majority of the members of

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

(Name of Agent)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

Must be authenticated by an
authorized representative

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

National Registered Agents, Inc.

(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

America Net, LLC

(Name)
3550 Wilshire Boulevard, 17th Floor,

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Los Angeles

California

90010

(City)

(State)

(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

America Net, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

National Registered Agents, Inc.

(Name)

145 Baker Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Marion

Ohio

43302

(City)

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of this agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- the agent cannot be found, or
- the limited liability company fails to designate another agent when required to do so, or
- the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See instructions)

F. A.
Authorized Representative

12-20-06
Date

Faisal Aziz
Print Name

Authorized Representative

Date

Print Name

EXHIBIT H

OFFICERS AND DIRECTORS (Attached)

Applicants owners are:

**Faisal Aziz and Kazi Hossain
America Net, LLC
3580 Wilshire Boulevard, 17th Floor
Los Angeles, California 90010
Telephone: 213.388.5551
Facsimile: 213.388.3332**

EXHIBIT I

SAMPLE CUSTOMER BILL
(Attached)

SAMPLE OF CUSTOMER'S INVOICE

HOLD

For questions, call 1 800 879-4653

www.billview.com/bbs

SOLUTIONS INC

Bill Date: Dec 13, 2005

Account No: 14906 611B

Page 6

Long Distance	Date	Time	Place	Number	Type	Minutes	Amount
------------------	------	------	-------	--------	------	---------	--------

Calls Billed To -4729/

The following transaction is billed on behalf of:
ANL

1. Sep 07	9:28A	To FORT DODGE	IA	515 576 7290	D	.3	.06
2. Sep 09	3:04P	To BOISE	ID	208 377 0571	D	.8	.15
3. Sep 12	2:40P	To BOISE	ID	208 334 6075	D	1	.19
4. Sep 12	3:37P	To SALMON	ID	208 756 4291	D	1.1	.21
5. Sep 12	3:38P	To SALMON	ID	208 756 4291	D	3.9	.74
6. Sep 12	3:49P	To SALMON	ID	208 756 2276	D	1.6	.30
7. Sep 19	1:59P	To BOISE	ID	208 333 2160	D	2.6	.49
8. Sep 19	4:25P	To SALMON	ID	208 756 4291	D	2.6	.49
9. Sep 20	10:15A	To JACKSON	WY	307 413 0616	D	.5	.08
10. Sep 20	2:36P	To MOSCOW	ID	208 883 3288	D	.2	.05
11. Sep 21	3:25P	To NASHVILLE	TN	615 782 4500	D	.5	.08

Type of Call Codes:
D - Day

Total HOLD Billing Services Long Distance

15.1

\$2.83

Miscellaneous
Charges and
Credits

No.	Date	Item	Tax Code	Amount
-----	------	------	----------	--------

Charges From -4729 /

The following transaction is billed on behalf of:
ANL

12. Nov 30		PIC C SURCHG -	00	9.50
13. Nov 30		MO SERV FEE -	00	3.50
14. Nov 30		UNIV SVC FUND	00	.03

Tax Code Explanation:
00 - Federal, State and Local Tax Applied

HOLD Billing Services Misc Charges and Credits

\$13.03

Taxes, Fees and
Surcharges
Summary

Federal Excise at 3%

.48

Total Taxes

\$.48

This portion of your bill is provided as a service to HOLD BILLING SERVICES.
There is no connection between Qwest and HOLD BILLING SERVICES.

EXHIBIT J

CUSTOMER RESIDENTIAL SERVICE APPLICATION FORM

Applicant does not propose serving residential subscribers.