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08-230-TP-ACE

**MILLER  
ISAR** INC.  
REGULATORY CONSULTANTS

ANDREW O. ISAR

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GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
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Via Overnight Delivery

March 5, 2008

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

Dear Ms. Jenkins:

Enclosed for filing with the Public Utilities Commission of Ohio are an original and eight (8) copies of Preferred Long Distance, Inc.'s ("Preferred") *Telecommunications Application Form for Routine Proceedings, Telecommunications Supplemental Application Form for Carrier Certification*, and supporting documents (collectively "Application") to provide facilities-based and resold local exchange and exchange access services and resold interexchange telecommunications services in Ohio.

Preferred requests confidential treatment of proprietary financial statements at Exhibit C, and has included a *Motion for Protective Order*. The proprietary financial statements at Exhibit C are enclosed in a sealed envelope and labeled "Confidential." Preferred respectfully requests that Exhibit C not be released as part of the public record in this matter.

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. Questions concerning this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar

Enclosures

Regulatory Consultants to  
Preferred Long Distance, Inc.

RECEIVED-DOCKETING DIV  
2008 MAR -6 PM 3:26  
PUCO

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 TM Date Processed 3/6/2008

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of )  
Preferred Long Distance, Inc. to Provide Competitive )  
Local Exchange and Interexchange Telecommunications )  
Services in the State of Ohio )

TRF Docket No. 90-  
Case No. **08-126-TP-ACE**

NOTE: Unless you have reserved a Case # or are filing a Contested Case, leave the "Case No." fields BLANK.

RECEIVED-DOCKETING DIV  
2008 MAR -6 PM 3:26  
PUCO

Name of Registrant(s) Preferred Long Distance, Inc.

DBA(s) of Registrant(s) Applicant will not use a fictitious (d/b/a) name

Address of Registrant(s) 16830 Ventura Boulevard, Suite 350, Encino, California 91436

Company Web Address <http://www.preferredlongdistance.com/>

Regulatory Contact Person(s) Keith Nussbaum

Phone 818.380.9090 Fax 818.380.9090

Regulatory Contact Person's Email Address keith@preferredlongdistance.com

Contact Person for Annual Report Keith Nussbaum

Phone 818.380.9090

Address (if different from above) Same

Consumer Contact Information Keith Nussbaum

Phone 818.380.9090

Address (if different from above) Same

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

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input checked="" type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

**Section III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

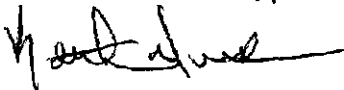
***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, **Keith Nussbaum**, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) **February 19, 2008** at (Location) **Encino, California**



\*(Signature and Title) \_\_\_\_\_  
Executive Vice President

(Date) **February 19, 2008**

- 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, **Keith Nussbaum** verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) \_\_\_\_\_  Executive Vice President

(Date) **February 19, 2008**

.....\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant. ....

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

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

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of )  
Preferred Long Distance, Inc. to Provide Competitive )  
Local Exchange and Interexchange Telecommunications )  
Services in the State of Ohio )

Case No. **08 -126 -TP- ACE**

Name of Registrant(s) Preferred Long Distance, Inc.  
DBA(s) of Registrant(s) Applicant will not use a fictitious (d/b/a) name  
Address of Registrant(s) 16830 Ventura Boulevard, Suite 350, Encino, California 91436

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]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☒ Interexchange Tariff<sup>1</sup> ☒ Local Tariff<sup>1</sup> ☒ Carrier-to-Carrier (Access) Tariff

**Description of Services**

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Resale ☐ Service provisioned via Facilities ☒ Both Resold and Facilities-based  
☒ Description of Proposed Services ☒ Statement about the provision of CTS services ☒ Description of the proposed market area  
☒ Explanation of how the proposed services in the proposed market area are in the public interest. ☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve

**Business Requirements**

Evidence of Registration with: ☒ Ohio Department of Taxation ☒ Ohio Secretary of State<sup>2</sup> & Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

- ☒ 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.
- ☒ 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
- ☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners.
- ☒ Documentation indicating the applicant's corporate structure and ownership
- ☒ Information regarding any similar operations in other states.

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

**Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):**

- ☒ Verification of compliance with any affiliate transaction requirements

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☐ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide 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.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.


**Affidavit**

I am an authorized representative of the applicant corporation **Keith Nussbaum**  
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on February 19, 2008

at Encino, California

  
(Signature and Title)

Executive Vice President

February 19, 2008  
(Date)

## Required Exhibits

### I. Tariffs:

Applicant's combined interexchange and local exchange, and Applicant's Carrier-to-Carrier (Access) tariffs are attached hereto at **Exhibit A**.

### II. Description of Services

Applicant proposes to provide basic local exchange telecommunications services on a facilities-based and resold basis, through out all exchanges currently served by the incumbent local exchange companies of AT&T Ohio and Embarq. The specific exchanges within which Applicant proposes to offer services are listed in the incumbent providers' respective local exchange tariffs, which Applicant incorporates herein, by reference, and in **Exhibit H**, the Commission's *Telecommunications Local Service Market Area* spreadsheet. Further, Applicant proposes to provide interexchange telecommunications services on a resold basis throughout the State of Missouri.

Applicant proposes to provide competitive basic local exchange and interexchange telecommunications services, to commercial and residential retail subscribers, and switched exchange access exchange services to interconnecting carriers. Applicant's facilities-based services will be provided through leased underlying local exchange carrier network facilities.<sup>3</sup> Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Applicant does not propose to provide operator-assisted calling services to the transient public. Services will be offered and provided in accordance with applicable Ohio laws and Commission regulations. Applicant's tariff, containing the terms, and conditions, applicable to its customers, and a description of the services offered, is attached hereto at **Exhibit A**.

Applicant submits that the public interest will be served by Commission approval of the instant Application because the proposed services will create and enhance competition and expand customer service options consistent with the legislative goals set forth in the Federal Telecommunications Act of 1996, and Commission regulations. Prompt approval of Applicant's application will further expand the availability of innovative, high quality, and reliable telecommunications services within the state of Ohio.

### III. Business Requirements

Evidence of Applicant's registration with the Ohio Department of Taxation and Ohio Secretary of State are attached hereto at **Exhibit B**. As Applicant has just been granted authority to transact business in Ohio by the Secretary of State, no separate Certificate of Good Standing is attached.

### IV. Documentation attesting to the applicant's financial viability

Applicant has the financial viability to provide interexchange telecommunications services in the State of Ohio. Applicant is fully funded and requires no external funding. Applicant has achieved and maintains profitability

Applicant does not plan to construct facilities, and will, therefore, require no additional capitalization nor resource expenditure to expand its operations in Ohio. Applicant maintains unencumbered, liquid funds on which it may draw immediately if necessary.

Applicant's most recent income statement and balance sheet for a period of 12 months is attached hereto at confidential **Exhibit C**. Applicant's financial statements demonstrate that Applicant is financially viable and documents Applicant's ready access to internal cash and funding sources.

Applicant requests that the confidentiality of its proprietary financial statements included at **Exhibit C** be retained, and submits a Motion for protective order, also included at **Exhibit C**, accordingly.

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<sup>3</sup> Unbundled network elements.

**V. Documentation attesting to the applicant's managerial ability and corporate structure.**

Applicant possesses the technical and managerial expertise necessary to provide the proposed services. Description of backgrounds of Applicant's senior management team, which demonstrate Applicant's extensive management experience and expertise are attached hereto at **Exhibit D**. Applicant's management team has successfully and profitably managed Applicant's telecommunications operations for more than ten years.

Applicant's officers, their addresses and phone numbers are as follows:

Jerome Nussbaum, President and Secretary  
Keith Nussbaum, Executive Vice President  
16830 Ventura Boulevard, Suite 350  
Encino, California 91436  
Telephone: 818.380.9090

Applicant's Articles of Incorporation are attached hereto at **Exhibit E**. Applicant is wholly owned by Applicant's officers. Applicant does not maintain affiliates or subsidiaries.

Applicant currently provides those services for which Applicant seeks intrastate authority in Ohio, in the States of California, Colorado, Illinois, Iowa, Minnesota, New Mexico, Texas, Utah, and Washington. In no instance has Applicant's application for operating authority been rejected or its operating authority revoked, nor has applicant been the subject of regulatory enforcement action.

Applicant avers that Preferred Long Distance, Inc. will maintain local telephony records separate and apart from any other accounting records in accordance with the Generally Accepted Accounting Principals (GAAP).

The instant Application does not involve affiliate transaction requirements.

**VI. Documentation attesting to the applicant's proposed interactions with other Carriers**

Applicant's avers that its retail rates are based on cost of service based on interconnection agreements and resale tariffs. Applicant's wholesale carrier-to-carrier (access) rates, mirror incumbent carrier intrastate access rates in the incumbents' operating service territory.

A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 are attached hereto at **Exhibit F**. Applicant will rely on leased unbundled network elements, and will not construct facilities. Applicant is prepared to begin providing services immediately upon the completion of its interconnection agreement with underlying local exchange carriers and availability of leased facilities. Applicant is currently engaged in negotiations with AT&T Ohio.

## **VII. Documentation attesting to the applicant's proposed interactions with Customers**

Applicant will not accept advanced payments for local service.

Rates applicable to Applicant's Tier I services appear beginning at page 63 of Applicant's retail tariff, P.U.C.O. Tariff No. 1, attached hereto at **Exhibit A**.

A sample of Applicant's customer application form for residential service, customer bill and disconnection notice samples are attached hereto at **Exhibit G**. Applicant relies primarily on third party verification to confirm account subscriptions, pursuant to federal regulation, 47 C.F.R. §64.1100 *et seq.*

Applicant initially proposes to serve those exchanges currently served by AT&T Ohio and Embarq. A Commission *Telecommunications Local Service Market Area* listing of Ohio ILEC Exchanges the applicant intends to serve is attached hereto at **Exhibit H**.

## **Exhibit A**

Applicant's combined interexchange and local exchange tariff, and  
Applicant's Carrier-to-Carrier (Access) tariff  
(Attached)

OHIO LOCAL EXCHANGE AND INTEREXCHANGE  
TELECOMMUNICATIONS SERVICE TARIFF  
OF

**Preferred Long Distance, Inc.**

16830 Ventura Blvd., Ste 350  
Encino, CA 91436

This Tariff ("Tariff") contains the descriptions, regulations, applicable to the provision of competitive local exchange and interexchange telecommunications services, and rates applicable to non-competitive, Tier I, services provided by Preferred Long Distance, Inc. in the State of Ohio. This Tariff is on file with Public Utilities Commission of Ohio ("Commission"). Copies may be inspected during normal business hours at the Company's principal offices, 16830 Ventura Blvd., Ste 350, Encino, CA 91436

---

Issued: March 6, 2008

Effective:

Issued By:

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

**CHECK SHEET**

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

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

Issued: March 6, 2008

Effective:

Issued By:

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

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages** - When a Tariff filing is made with the Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new Pages are added, the Check Page 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 Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some Pages.) The Tariff User should refer to the latest Check Page to find out if a particular Page is the most current on file with the Commission.

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**APPLICATION OF TARIFF**

This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate resold interexchange and facilities-based and resold switched local exchange telecommunications Services offered by Preferred Long Distance, Inc. ("Company") to Customers located within the State of Ohio.

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 unregulated service offered by Company. Company will offer any unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.

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.

**All telephone companies are subject to the Commission's rule for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.**

Pursuant to Chapter 49 of the Ohio Revised Code, all services furnished by the Company pursuant to this Tariff are classified as local exchange services, unless otherwise stated.

This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at Preferred Long Distance, Inc., 16830 Ventura Boulevard, Suite 350, Encino, California 91436.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

**Access Line:** An arrangement from a local exchange Telephone Company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Advance Payment:** Part or all of a payment required before the start of service.

**Applicant:** Any entity or individual who applies for Service offered under this Tariff.

**Authorized User:** A person, firm or corporation authorized by the Customer to be an end-User of the service of the Customer.

**Business Customer:** A Customer that uses a Business Service Offering as set forth in this Tariff.

**Central Office:** A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

**Channel or Circuit:** A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

**Commission:** The Public Utilities Commission of Ohio

**Commission Rule(s):** The rules of the Public Utilities Commission of Ohio as set forth in the Ohio Administrative Code (OAC).

**Common Carrier:** An authorized company or entity providing telecommunications services to the public.

**Company:** Preferred Long Distance, Inc., the issuer of this Tariff.

**Contract:** An agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

**Customer:** The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided service and that is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to the Company's services.

## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

**Deposit:** Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

**Directory Assistance Service:** A Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System ("TVS") that will provide available, published directory listings.

**E-911/911:** An emergency Service whereby a Customer dials a 911 emergency code or other emergency number and is then connected to an emergency agency responsible for the dispatch of emergency assistance. E911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

**Exchange Access Lines:** Central Office equipment and related facilities, including the Network interface, which provide access to and from the telecommunications Network.

**Exchange Area:** A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

**Exchange Telephone Company or Telephone Company:** Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an Exchange Area, and between Exchange Areas within the LATA.

**FCC:** Federal Communications Commission.

**Individual Case Basis ("ICB"):** A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

**Interexchange Carrier (IXC):** A long distance telecommunications services provider.

**Interruption:** The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for Service difficulties such as slow dial tone, Circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by the Company shall not apply where Service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates Service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

**Local Exchange Carrier (“LEC”):** A provider of local telephone service.

**Local Calling Area:** The area within which a Subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

**Local Access and Transport Area (LATA):** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**Monthly Recurring Charges (MRC):** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Non-Recurring Charge (NRC):** The initial charge, usually assessed on a one-time basis, to initiate and establish service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

**Person-to-Person:** A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party, department, or extension or when the calling party agrees to talk to another person.

**PBX:** Private Branch Exchange.

**Premises:** Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

**Recurring Charges:** Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Residential Customer:** A Customer that uses a Residential Service Offering as set forth in this Tariff.

**Service:** Any means of Service offered herein or any combination thereof.

**Service Area:** The area in which the Company provides Service.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

**Service Order:** The written request for Company Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

**Station:** The network control signaling unit and any other equipment provided at the Customer's Premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Station-to-Station:** Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Subscriber:** The person, firm, partnership, corporation, or other entity who orders telecommunications Service from Preferred Long Distance. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

**Terminal Equipment:** Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Termination of Service:** Discontinuance of both incoming and outgoing Service.

**Third Number Billing:** A billing option that allows a call to be billed to an account different from that of the calling or called party.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Tier I Services:** Include Basic Local Exchange Service as defined in Section 49270.01 of the Ohio Revised Code and the following services as indicated in Commission Rule 4901:1-6-04. Tier I services are tariffed herein at maximum and actual rates per Commission Rule 4901:1-6-04(B)(1)(b).

**Tier I core services**

- (i) Basic local exchange service.
- (ii) Basic caller identification (number delivery only services).

**Tier I non-core services**

- (i) Second and third local exchange service access lines.
- (ii) Call waiting.
- (iii) Call trace (\*57).
- (iv) Per line number identification blocking.
- (v) Nonpublished number service.
- (vi) N-1-1 access and usage, unless exempted.

**Tier II Services:** Tier II services include services that do not fall under Tier I. Tier II services include the Company's local/long distance/custom calling services packages, pursuant to Commission Rule 4901:1-6-05. Pursuant to Commission's September 19, 2007 Implementation Entry<sup>1</sup> Tier II services descriptions and rates are no longer tariffed. Corresponding service descriptions and rates are available by contacting the Company or via the Company's web site, <http://www.preferredlongdistance.com/>.

**Trunk:** A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

**Two-Way:** A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Charges:** Charges for minutes or messages traversing over local exchange facilities.

**User or End User:** A Customer, joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

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<sup>1</sup> *In the Matter of the Review of Chapter 4901:1-6, Ohio Administrative Code, Case No. 06-1345-TP-ORD (September 19, 2007).*

## **SECTION 2 – REGULATIONS**

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

#### **2.1.1. Scope**

- A. The Company undertakes to furnish telecommunications Service pursuant to the terms of this Tariff in connection with one-way and/or Two-Way information transmission between points within the State of Ohio.
- B. The Company is responsible under this Tariff only for the Services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### **2.1.2. Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this Tariff, Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated pursuant to the provisions of applicable Commission regulations.
- F. This Tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.

**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.3. Terms and Conditions, Continued**

- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain Service directly from the Company.
- H. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be determined in accordance with Commission rules and applicable law. Liability will be limited to the extension of allowances to the Customer for Allowances for Interruptions in Service as set forth in Section 2.8.
- B. Except for the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.8, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Limitations on Liability, Continued**

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

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

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**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Limitations on Liability, Continued**

**D. Continued**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Section 2.1.4.
7. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that Service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities.

## **SECTION 2 – REGULATIONS, Continued**

### **2.1. UNDERTAKING OF THE COMPANY, Continued**

#### **2.1.4. Limitations on Liability, Continued**

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

## **SECTION 2 – REGULATIONS, Continued**

### **2.1. UNDERTAKING OF THE COMPANY, Continued**

#### **2.1.4. Limitations on Liability, Continued**

##### **I. With respect to Emergency Number 911 Service:**

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this Service.**
- 2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.**

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**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Limitations on Liability, Continued**

**I. With respect to Emergency Number 911 Service:, Continued**

3. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.

J. 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.

**SECTION 2 – REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.5. Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.6. Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

## **SECTION 2 – REGULATIONS, Continued**

### **2.1. UNDERTAKING OF THE COMPANY, Continued**

#### **2.1.6. Provision of Equipment and Facilities, Continued**

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

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

#### **2.1.7. Non-routine Installation**

At the Customer's request, installation service may be performed outside the Company's regular business hours. In that case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation 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.

**SECTION 2 – REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.8. Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed.
- B. Of a type other than that which the Company would normally utilize in the furnishing of its services.
- C. Over a route other than that which the Company would normally utilize in the furnishing of its services.
- D. In a quantity greater than that which the Company would normally construct.
- E. On an expedited basis.
- F. On a temporary basis until permanent facilities are available.
- G. In advance of Company's normal construction..

**2.1.9. Ownership of Facilities**

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

**SECTION 2 – REGULATIONS, Continued**

**2.2. PROHIBITED USES**

- 2.2.1.** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3.** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4.** A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

**SECTION 2 – REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. General**

The Customer is responsible for making proper application for Service; placing any necessary order, complying with Tariff regulations; payment of charges for Services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. The payment of all applicable charges pursuant to this Tariff;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

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**SECTION 2 – REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.1. General, Continued**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer will be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination Of Service as stated herein, removing the facilities or equipment of the Company;
- G. Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- H. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes; and

**SECTION 2 – REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.2. Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate page of the Company, or otherwise, for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**SECTION 2 – REGULATIONS, Continued****2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

**2.4.2. Station Equipment**

- A. Terminal Equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

**SECTION 2 – REGULATIONS, Continued**

**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued**

**2.4.3. Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Tariff. All such Terminal Equipment shall be registered with the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the User is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

**SECTION 2 – REGULATIONS, Continued**

**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued**

**2.4.4. Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS**

**2.5.1. Payment for Service**

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.
- D. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

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**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS**

**2.5.2. Billing**

- A. Company, after the initial bill for new service is rendered, shall render a bill during each billing period except when the bill has a "00" balance.
- B. Except where otherwise authorized by Commission rules, a telecommunications company may render bills on a cyclical basis if the bill is rendered on or about the same day or each month or as otherwise agreed to by the customer.
- C. If a telecommunications company does not expressly offer a preferred payment date plan, a customer shall have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. If the charges remain unpaid for twenty-one (21) days from rendition of the bill such charges will be deemed delinquent.
- D. The first bill for which a customer receives service shall include a bill insert or other written notice that contains an itemized account of the charges for the equipment and service for which the customer has contracted. If a telecommunications company has a preferred payment date plan which it has expressly offered to all its customers, the charges are due on or before the due date under the plan. Charges not paid by the due date may be deemed delinquent.
- E. A telecommunications company may assess a penalty charge upon a delinquent account. Such charge shall be specifically stated in the company's tariff.

**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS**

**2.5.3. Collection of Charges**

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

- A. Nonrecurring charges are due and payable within fourteen (14) days of the bill date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within fourteen (14) days of the bill date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.

**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Collection of Charges, Continued**

- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty-two (22) days of the bill date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.
- F. The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If Service is disconnected by the Company in accordance with Section 2.5.8. following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

**SECTION 2 – REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.4. Disputed Bills**

In case of a billing dispute between Customer and Company as to the correct amount of a bill, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. Company will not Disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. The Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint by 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.
- F. 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 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.4. Disputed Bills, Continued**

G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be Disconnected prior to the Due By Date shown on the bill.

H. The address and telephone number of the Commission are:

Attn: Public Interest Center  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Telephone: 1 (800) 686-7826 (voice)  
1 (800) 686-1570 (TDD)

**2.5.5. Advance Payments**

The Company may require the Customer to make an Advance Payment before Services and facilities are furnished to safeguard its interests. The amount of the Advance Payment will be determined on a case-by-case basis and will conform to the applicable Commission regulations.

**SECTION 2 – REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Deposits**

Applicants for Service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of Commission MTSS Rules. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be waived if the applicant is a satisfactory credit risk

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**SECTION 2 – REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.7. Establishment of Credit**

- A. In order to assure the proper payment of all Customer-incurred charges for service, the Company will require applicants for service and Customers to establish and maintain acceptable credit.
- B. The establishment or re-establishment of credit by an applicant or Customer will not relieve the applicant or Customer from compliance with other responsibilities, including the payment advance payments or bills, and in no way modify the provisions concerning disconnection and termination of service for failure to pay Customer-incurred charges for service rendered by the Company.
- C. The Company may refuse to furnish service to an applicant that has not paid charges for service of the same classification (residential or business) previously furnished by any telephone company until, at the option of the Company, the applicant pays any past due bill and/or makes deposit arrangements suitable to the Company.
- D. Applicants for residential service may establish credit by one of the following methods:
  - 1. If the applicant has verifiable previous service with any telephone company for at least twelve (12) months and the payment record on the account was satisfactory, the applicant may obtain service without a deposit; or
  - 2. If the applicant had not paid for prior service, or the prior service had been disconnected for nonpayment within the past twelve (12) months, the Company may require a deposit prior to the connection of telephone service; or
  - 3. If the applicant does not have verifiable service, or if the applicant had previous service for less than twelve (12) months, the applicant will be asked to provide further credit information. The applicant will be requested to provide proof of:
    - (a) home ownership;
    - (b) employment of two (2) years or more with the current employer;
    - (c) major oil company credit card;
    - (d) major credit company;
    - (e) checking account;
    - (f) savings account;
    - (g) age of 50 years or more.

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**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.7. Establishment of Credit, Continued**

- E. If the applicant is unable to provide affirmative responses to two of these credit criteria in section 2.5.7.D., the Company may request the applicant to furnish a deposit prior to connection of telephone service.
- F. Applicants for business service may establish credit by submitting a business credit evaluation plan.
- G. If verification of an applicant's credit is required, the Company will provide service if the applicant furnishes advance payment of both the applicable charges for connection of service and the estimated charges for the first thirty (30) days of service.
- H. If the verification of credit results in unsatisfactory credit information, the applicant will be informed of the reason or reasons for denial of credit, after which the Company may refuse to provide or continue service until the Customer provides a deposit, pursuant to section 2.5.6.
- I. An existing Customer may be required to reestablish credit by the payment or increase of a cash deposit, pursuant to section 2.5.6, when any of the following conditions occur:
  - 1. During the first twelve (12) months that a customer receives service, the Customer pays late three (3) times or has service disconnected by the Company for nonpayment two (2) times; or
  - 2. After the first twelve (12) months that the Customer has received service, the Customer has had service disconnected two (2) times by the Company or the Company provides evidence that the Customer used a device or scheme to obtain service without payment; or
  - 3. After the first twelve (12) months that a business Customer has received service, the business Customer pays late at least three (3) times during any twelve (12) month period.

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**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.7. Establishment of Credit, Continued**

- J. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
- K. A Customer may be required to reestablish credit when the nature of service furnished or the basis on which credit was established has significantly changed.

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**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.8. Cancellation of Service by Company**

**A. General Regulations**

1. For purposes of this Section, all regulated telephone Services provided by Company, except toll Service, shall be defined as local Service.
2. The Company may Disconnect its Customer's local Service for non-payment of charges incurred for local Service. Such Disconnection must be conducted pursuant to all applicable provisions of the MTSS. All practices of the Company pertaining to the provision of toll Service shall also conform to the MTSS.
3. Customers' Service is subject to Suspension and Disconnection for the reasons listed. In the event of circumstances in which Company may Disconnect Service, the Company will first Suspend the Customer's Service with notice, if required. If Service is suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's Service is restored within twenty (20) days, the Customer is required to pay the Restoral Charge as set forth in Section 4.2.1 of this Tariff. If the reason for Suspension is not resolved within the twenty (20) day period of Suspension, the Customer's Service will be Disconnected according to the Commission's Rules and this Tariff. If Service is Disconnected, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for Service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new Service.

**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.8. Cancellation of Service by Company, Continued**

**A. General Regulations, Continued**

4. A Customer's Local Exchange Service may be Disconnected for non-payment of charges for Local Exchange Services regulated by the Commission in accordance with the provisions of MTSS. Local Service may not be refused or Disconnected to any Applicant or Customer for any of the reasons set forth in the MTSS. Toll Disconnection procedures will comply with all applicable billing, notice, credit/deposit, and Disconnection standards set forth in the MTSS.
5. Disconnection notices will be issued by the Company pursuant to MTSS.
6. The Company is prohibited from Disconnecting any Customer's Local Exchange Service for nonpayment of charges incurred by the Customer for toll Service.
7. Partial payments by a Customer to the Company will be apportioned by the Company to its regulated Local Exchange Service charges first before being applied by the Company to any toll charges and will be apportioned to regulated Local Exchange Service charges first before being applied to charges for non-regulated Service.

**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.8. Cancellation of Service by Company, Continued**

**A. General Regulations, Continued**

8. The Disconnection of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of Disconnection. The remedies set forth herein are not exclusive, and Company is at all times entitled to all the rights available to it under law or equity.
9. Company may refuse to permit Collect Calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

**B. Company may immediately Disconnect Service(s) to a Customer without notification, and without incurring liability, under the following circumstances:**

1. An emergency may threaten the health or safety of a person, or the Company's distribution system;
2. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Subscribers; or
3. A Customer tampers with Facilities or equipment owned by the Company.

**SECTION 2 – REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.8. Cancellation of Service by Company, Continued**

- C. The Company will notify or attempt to notify a Customer through any reasonable means before Service(s) is refused or Disconnected for the following reasons:
1. A violation of, or noncompliance with, the Company's rules or tariffs on file with the Commission;
  2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  3. A refusal by the Customer to permit the Company access to its Facilities; or
  4. When the Customer has committed a fraudulent practice as set forth and defined in this Tariff.
- D. Unless otherwise provided or otherwise stated in this Tariff, Company may Disconnect Service without liability upon seven (7) days written notice to the Customer, via first-class mail, prior to Disconnection of Service for the following reasons. In no event will Company Disconnect a Customer's Service sooner than fourteen (14) days after the due date of the bill.
1. Violation of this Tariff, except as provided in this Tariff, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
  2. Failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
  3. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

**SECTION 2 – REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.9. Cancellation of Application for Service**

- A. Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel 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.
- B. If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Service Interruption (as set forth in Section 2.8. below), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the applicable period..

**2.5.10. Termination Liability**

The Customer's termination liability for cancellation of Service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish Service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.5.11. Changes in Service Requested**

If the Customer makes or requests material changes in Circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 – REGULATIONS, Continued****2.6. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each joint User shall be responsible for the payment of the charges billed to it.

**2.7. TRANSFERS AND ASSIGNMENTS**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 – REGULATIONS, Continued****2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

For purposes of applying this provision, a Service "interruption" is a Service Outage. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages. Interruptions in service and credit are subject to the provisions of MTSS.

**2.8.1. General**

- A. A credit allowance will be given when Service is interrupted, except as specified below. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An Interruption period begins when the Customer reports a Service, facility or Circuit to be inoperative and, if necessary, releases it for testing and repair. An Interruption period ends when the Service, facility or Circuit is operative.
- C. If the Customer reports a Service, facility or Circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or Circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – REGULATIONS, Continued**

**2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

**2.8.2. Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that Service was affected.

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**SECTION 2 – REGULATIONS, Continued**

**2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

**2.8.3. Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of Interruption, the Customer must pay the charges for the alternative service used.

**2.8.4. Application of Credits for Interruptions in Service**

- A. Credits for Interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Interruption. Only those facilities on the interrupted portion of the Circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. No credit allowance will be given for Interruptions of less than 24 hours. A one day credit allowance will be provided for each 24 hour period of Interruption.

**SECTION 2 – REGULATIONS, Continued****2.9. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Tariff.

**2.9.1. Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or to Users authorized by the Customer to use Service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the unauthorized User before notification to the Company.

**SECTION 2 – REGULATIONS, Continued****2.10. NOTICES AND COMMUNICATIONS**

- 2.10.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.10.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 2.10.3.** Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.11. TAXES, FEES AND SURCHARGES**

The Customer is responsible for the payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. Company will itemize taxes and surcharges as separate line items on the Customer's bill.

**SECTION 2 – REGULATIONS, Continued****2.12. MISCELLANEOUS PROVISIONS****2.12.1. Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.13. INDIVIDUAL CASE BASIS**

- A. 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. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.
- B. Except as otherwise detailed in the Local Competition Guidelines (Case No. 95-845-TP-COI), a Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

**SECTION 2 – REGULATIONS, Continued****2.14. TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll tree 800 number or by dialing the 711 service access code.

**2.15. EDUCATION DISCOUNTS**

An Educational Discount of 10% applies to all Elementary and Secondary schools which are chartered by the State Board of Education pursuant to Section 3301.16 of the Ohio Revised Code. Educational Discounts apply to services provided for the sole use of the schools as defined above. The discount is applicable to the total bill amount of all of the Company's regulated tariffed recurring, nonrecurring and usage charges.

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES**

**3.1. APPLICATION OF RATES**

**3.1.1. Types of Charges**

**A. Non-Recurring Fees**

**1. Installation, Service Changes, Maintenance and Other Charges**

**(a) Line Installation Fee**

The installation fee is a nonrecurring charge that applies to the installation of a new line or transfer of an existing Service to a different location.

**(b) Feature Installation Fee**

The addition of a vertical Service to existing equipment and/or Service at one location. Charge is per each new feature.

**(c) Temporary Disconnections & Reactivation Charge**

This charge applies to the restoration of service and facilities that have been suspended because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after permanent discontinuance of service, service is later reconnected. In the event of permanent discontinuance of service, other charges apply as set forth elsewhere in this Tariff. (See Section 2.5.2(G).)

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.1. APPLICATION OF RATES, Continued**

**3.1.1. Types of Charges, Continued**

**B. Payment (Accounting) Fees**

1. Check by Fax
2. Late Fee
3. Return Check Fee

**C. Taxes**

1. Customer Liability for Taxes and Fees

Telephone usage is subject to all federal, state, local taxes, surcharges and mandated regulatory fees including but not limited to universal service fund, universal service fund carrier cost recovery fee and Access Line fees.

2. Local Service Surcharges

The following surcharges are only charged if the Customer subscribes to local Service.

- a. Regulatory Fees
- b. Local Number Portability
- c. Federal Access Line Charge

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.1. APPLICATION OF RATES, Continued**

**3.1.2. Call Timing for Usage Sensitive Services**

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each Service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.2. EXCHANGE SERVICE AREAS**

- 3.2.1.** The Company provides Service within the service exchanges of AT&T Ohio, Inc. ("AT&T") and Embarq. The Company concurs in, and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the Commission by AT&T and Embarq.
- 3.2.2.** Unless otherwise specified in this tariff, local exchange boundaries and rate centers are the same as those contained AT&T Ohio and Embarq Local Exchange Tariff currently on file with the Commission.
- 3.2.3.** 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 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.3. BASIC LOCAL SERVICE****3.3.1. Local Exchange Access Lines and Trunks****A. General**

Local Exchange Access Lines and Trunks provide a Customer with analog, voice-grade telephonic communications Channels which can be used to place or receive one call at a time. Local Exchange Access Lines and Trunks provide a Customer with the ability to connect to the Company switching network which enables the Customer to:

1. place or receive calls to any calling station in the Local Calling Area;
2. access 911 and/or Enhanced 911 Emergency Service;
3. access the Interexchange Carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
4. access operator assisted Services for the Local Calling Area;
5. access directory assistance for the Local Calling Area;
6. place or receive calls to toll-free (e.g., 800, 8XX) telephone numbers;
7. access Telephone Relay Services; and
8. entitle the Customer to a directory listing of the main telephone number.

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.3. BASIC LOCAL SERVICE, Continued**

**3.3.1. Local Exchange Access Lines and Trunks, Continued**

- B. For incoming Service, an optional hunting feature is available for multiline or multitrunk Customers which routes a call to an idle line or Trunk in a prearranged group when the called line or Trunk is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.
- C. Local Exchange Access Lines and Trunks are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.
- D. Local Exchange Access Lines and Trunks are provided on a single party (individual) basis only. No multi-party Service is offered.
- E. Service is available on a flat rate, message or measured rate basis depending on the type of Service selected by the Customer. Not all Service types (flat, message, measured) will be available in all areas.
- F. RECURRING CHARGES FOR LOCAL EXCHANGE SERVICE ARE BILLED MONTHLY IN ADVANCE. USAGE CHARGES, IF APPLICABLE ARE BILLED IN ARREARS. USAGE CHARGES MAY APPLY FOR CALLS OR MINUTES PLACED FROM THE CUSTOMER'S LINES OR TRUNKS. NO USAGE CHARGES WILL APPLY TO CALLS RECEIVED BY THE CUSTOMER. NON-RECURRING CHARGES FOR INSTALLATION OR REARRANGEMENT OF SERVICE ARE BILLED ON THE NEXT BILL IMMEDIATELY FOLLOWING WORK PERFORMED BY THE COMPANY.

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.4. BUSINESS SERVICES**

**3.4.1. Service Area Bundled Service**

**A. Plan 1**

Service Charge (includes unlimited calling within Subscriber's Local Calling Area, and the first 100 minutes of non-Travel Card combined outbound intraLATA, intrastate interLATA, and interstate interLATA toll calling per account (not per line) -- unused toll allowance is not carried forward from one month to the next<sup>2,3</sup> **\$32.95**

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<sup>1</sup> This Plan is available only to customers subscribing to two or more lines under this plan.

<sup>2</sup> Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

<sup>3</sup> Outbound Toll Usage (intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.4. BUSINESS SERVICES, Continued**

**3.4.1. Service Area Bundled Service, Continued**

**B. Plan 2**

Service Charge (includes unlimited calling within Subscriber's Local Calling Area, two Business Custom Calling Features, and the first 100 minutes of non-Travel Card combined outbound intraLATA, intrastate interLATA, and interstate interLATA toll calling -- unused toll allowance is not carried forward from one month to the next<sup>1,2</sup> \$39.95

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<sup>1</sup> Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

<sup>2</sup> Outbound Toll Usage (intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.4. BUSINESS SERVICES, Continued****3.4.1. Service Area Bundled Service, Continued****C. Plan 3**

Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, two Business Custom Calling Features, and up to 500 minutes of non-Travel Card outbound intraLATA, intrastate interLATA, and interstate interLATA toll calling).<sup>1,2,3</sup> **\$54.95**

**D. Plan 4**

Service Charge (includes unlimited calling within Subscriber's Local Calling Area, and the first 500 minutes of non-Travel Card combined outbound intraLATA, intrastate interLATA, and interstate interLATA toll calling -- unused toll allowance is not carried forward from one month to the next<sup>1,2,3,4</sup> **\$55.95**

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<sup>1</sup> Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

<sup>2</sup> Unlimited calling allowance does not apply to use of service for telemarketing, dial-up internet connections, autodialing, or access to voice chat line services. If service is used for such purposes, the rates for Non-Permitted Uses will apply to all such calling.

<sup>3</sup> Outbound Toll Usage (intraLATA, intrastate interLATA, and interstate interLATA) is billed on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

4. \$55.99 rate applies to the first line only; additional lines are \$32.99

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.4. BUSINESS SERVICES, Continued**

**3.4.2. Travel Cards**

- A. Travel Card usage is billed on a per call basis in one minute increments, with any portion of usage during a call amounting to less than a minute being rounded up to the next full minute.
- B. Rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.4. BUSINESS SERVICES, Continued****3.4.4. Business Custom Calling Features**

	<u>Per Use</u>	<u>Per Month</u>
Call Trace		\$3.95
Call Trace Blocking		No Charge
Caller ID		\$3.95
Caller ID Blocking		\$3.95
Caller ID with Privacy Blocker		\$10.95
Call Rejection		\$3.95
Call Waiting		\$3.95
Call Waiting ID		\$3.95
Security Screening		\$3.95

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.5. DIRECTORY LISTINGS; DISTRIBUTION OF DIRECTORIES**

The Company does not publish a directory or provide other similar listings of its Subscribers. The Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of the ILEC serving the area where the Customer's premises is located. Except as provided below, such listings will be charged in accordance with the ILEC's listing service tariff schedule, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules.

**3.6. NON-PUBLISHED SERVICE**

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

Non-listed Number	\$0.99
Nonpublished Service Charge (per month, per line)	\$1.99

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued**

**3.7. DIRECTORY SERVICES AND LISTING**

**3.7.1.** Users of the company's calling services (excluding toll-free services) may obtain assistance in determining telephone numbers by calling the Directory Assistance operator. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. Call completion may be provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided on Public Access Lines where facilities permit.

**3.7.2.** A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance. Non-published telephone numbers are not available from the Directory Assistance service. Directory Assistance charges are waived for Customers who have documented that they are blind or sight impaired to the Company.

**3.8. MISCELLANEOUS SURCHARGES**

Certain regulatory surcharges may be changed in accordance with applicable regulations.

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.9. 900/976 BLOCKING**

**3.9.1** The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

**3.9.2.** The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

**3.9.3.** The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges will not apply.

**3.10. NUMBER INTERCEPT**

Upon changing a Customer's telephone number, the Company will make this service known to the Customer and provide this service for a minimum of 30 days at no charge to the Customer, provided the Customer so desires.

**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.11. CALLER ID**

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle. Per line blocking for blocking of CPN will be available upon request, at no charge, **ONLY** to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Company:

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies
- b) Federal, state, and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising either the called party will not accept calls whose CPN has been blocked or another message.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of his equipment to perform satisfactorily with the network features described herein.

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**SECTION 3 – DESCRIPTION OF LOCAL SERVICES AND RATES, Continued****3.11. CALLER ID, Continued**

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

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## **SECTION 4 – DESCRIPTION OF INTEREXCHANGE SERVICES**

### **4.1. TIMING OF CALLS**

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1.** Calls are measured in durational increments. All calls, are billed in one (1) minute increments unless otherwise stated. When call duration extends to fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2.** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3.** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**SECTION 4 – DESCRIPTION OF INTEREXCHANGE SERVICES, Continued****4.2. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

- 4.2.1.** Company provides switched access interexchange telecommunications Services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.
- 4.2.2** **Outbound “1+” Service** is a switched access Service offering outbound long distance telecommunications Services from points originating and terminating in the State of Texas. Company’s **Outbound “1+” Service** is offered under a direct billing option or a local exchange carrier billing option. The local exchange carrier billing option offers the convenience of Company Service charges appearing on the Customer’s presubscribed local exchange carrier bill.
- 4.2.3.** **Directory Assistance** is provided by the Company’s underlying carrier to Subscriber’s of record. The Customer may access the underlying carrier’s Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such Service by Company, except as stated in this Tariff.
- 4.2.4.** **Toll Free Service** is a switched access Service offering inbound, toll free, long distance telecommunications Services from points originating and terminating in the State of Texas. This Service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned “800, 866, 877” or other designated Toll-Free Number. The Customer pays for the call. Company will participate in porting toll-free numbers only if the account balance is zero and all undisputed charges incurred as a result of the toll-free number have been paid.
- 4.2.5.** **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer’s monthly long-distance bill.

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

**Preferred Long Distance, Inc.**

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

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

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**CHECK SHEET**

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

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	31	Original		
2	Original	32	Original		
3	Original	33	Original		
4	Original	34	Original		
5	Original	35	Original		
6	Original	36	Original		
7	Original	37	Original		
8	Original	38	Original		
9	Original	39	Original		
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**EXPLANATION OF SYMBOLS, REFERENCE MARKS. AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

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

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

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## **DEFINITIONS**

Certain terms used generally throughout this Tariff are described below.

### **Advance Payment**

Part or all of a payment required before the start of service

### **Access Services**

The Company's intrastate network exchange access services offered pursuant to this Tariff.

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

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

### **Carrier or Common Carrier**

See Interexchange Carrier.

### **Commission**

The Public Utilities Commission of Ohio

### **Company**

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

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

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

**End Office**

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

**End User or User**

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

**Exchange Telephone Company**

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

**Incidental Service**

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

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

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

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## **DEFINITIONS, Continued**

### **Interstate Access Service**

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

### **Intrastate Access Service**

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

### **LATA**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

### **Network**

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

### **Recurring Charge**

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

### **Serving Wire Center**

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

### **Shared**

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

**DEFINITIONS, Continued**

**Toll Free**

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

**Wire Center**

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

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### **APPLICATION OF TARIFF**

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

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

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

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

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## **REGULATIONS**

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

#### **2.1.1 Scope**

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

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

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

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

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

**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability**

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

**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability, Continued**

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

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

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability, Continued**

**D., Continued**

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

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**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.4 Limitations on Liability, Continued**

**D., Continued**

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

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

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

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

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**REGULATIONS, Continued**

**2.1      UNDERTAKING OF THE COMPANY, Continued**

**2.1.4      Limitations on Liability, Continued**

I.    THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

J.    The Company will operate as specified in these and other applicable tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1.    a local exchange Carrier;
2.    Customer premise equipment; or
3.    the User or Customer.

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

**REGULATIONS, Continued**

**2.1 UNDERTAKING OF THE COMPANY, Continued**

**2.1.5 Provision of Equipment and Facilities**

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

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

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

**2.2      PROHIBITED USES**

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

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

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

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

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**REGULATIONS, Continued**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.1 Customer Premises Provisions**

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

**2.3.2 Liability of the Customer**

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

**REGULATIONS, Continued**

**2.3 OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.2 Liability of the Customer, Continued**

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

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

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

**2.4.2 Inspections**

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

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**REGULATIONS, Continued****2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

**2.5.2 Deposits**

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. three months' charges for a service or facility which has a minimum payment period of one month; or
2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B. A deposit may be required in addition to an Advance Payment.

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**REGULATIONS, Continued****2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS, Continued****2.5.2 Deposits, Continued**

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

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

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

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

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

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

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**REGULATIONS, Continued**

**2.6 PAYMENT ARRANGEMENTS, Continued**

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

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

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

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

**B. Late Payment Charge**

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

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

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

**D. Unresolved Billing Disputes**

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may submit the dispute to the Commission for its review.

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Issued: March 6, 2008

Issued By:

Jerome Nussbaum  
Preferred Long Distance, Inc.  
16830 Ventura Blvd., Ste. 350  
Encino, CA 91436

Effective:

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**REGULATIONS, Continued****2.6 PAYMENT ARRANGEMENTS, Continued****2.6.4 Discontinuance of non-Incidental Service for Cause**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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**REGULATIONS, Continued**

**2.6 PAYMENT ARRANGEMENTS, Continued**

**2.6.5. Customer Overpayment**

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

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**REGULATIONS, Continued**

**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

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

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**REGULATIONS, Continued**

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

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

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

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Encino, CA 91436

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

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

**REGULATIONS, Continued**

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

**2.8.2 Liability for Unauthorized Use**

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

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Issued: March 6, 2008

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Encino, CA 91436

Effective:

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

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

**2.9.1 Charges Based on Duration of Use**

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

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**REGULATIONS, Continued**

**2.9 APPLICATION OF RATES, Continued**

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

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

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

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

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Encino, CA 91436

**SERVICE DESCRIPTIONS, Continued**

**3.1 ACCESS SERVICES, Continued**

**3.1.2 Standard Rate Categories**

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

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

**A. Rate Regulations**

**1. Common Line**

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

**2. End Office Switching**

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

**(a) Switched Transport**

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

**SERVICE DESCRIPTIONS, Continued**

**3.1 ACCESS SERVICES, Continued**

**3.1.2 Standard Rate Categories, Continued**

**A. Rate Regulations**

**2. End Office Switching, Continued**

**(b) End Office Switching**

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

**3.1.3 Other Rate Categories**

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

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

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

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

**1. Customer Identification Charge**

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

**2. POTS Translation Charge**

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

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

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

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

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

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

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**RATES****4.1 ACCESS SERVICE, AT&T Ohio****4.1.1. Tandem Switched Facility**

Tandem-Switched Termination, Per Access Minute	\$0.000103
Tandem Switching Facility Per Access Minute, per Mile	\$0.000013
Host-Remote Transport Termination, Per Access Minute	\$0.000313
Host-Remote Transport Facility, Per Access Minute, Per Mile	\$0.000016

**4.1.2. Local Switching**

Per Minute	\$0.003142
Tandem Switching, Per Access Minute	\$0.001116

**4.1.3. Common Trunk Port**

Common Trunk Port All States, Per Access Minute	\$0.000337
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**4.1.4. Toll Free Data Base Access Service**

800 Call Routing Query Charge, Per query	\$0.002303
800 Carrier Only ID Charge, Per Query	\$0.001037
800 Routing Options Charge, Per Query with Options	\$0.000300

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Encino, CA 91436

Effective:

**Exhibit B**

Evidence of Ohio Department of Taxation and Ohio Secretary of State Registration  
(Attached)

**REGISTRATION  
CONFIRMATION**

*Taxpayer Services  
Compliance Support Division  
P.O. Box 182215  
Columbus, OH 43218-2215  
Phone: 1-888-405-4089  
Fax: 1-614-466-8892  
TTY/TDD: 1-800-750-0750  
tax.ohio.gov*

2/22/2008

Preferred Long Distance, Inc.  
16830 Ventura Blvd.  
Suite 350  
Encino, CA 91423

RE: Account Type: SERVICE VENDOR'S SALES TAX  
Account Number: 89872564  
Effective Date: 7/1/2008  
Filing Frequency: SEMI-ANNUAL

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our website at [tax.ohio.gov](http://tax.ohio.gov)

Legal Name:	Preferred Long Distance, Inc.
Federal Employer Identification Number:	954529940
Social Security Number:	
Ohio Charter Number:	

You can file and pay your sales tax return(s) electronically through the Ohio Business Gateway at [www.obg.ohio.gov](http://www.obg.ohio.gov). **IF YOU CHOOSE NOT TO FILE ELECTRONICALLY FILE, YOU MUST CONTACT THE OHIO DEPARTMENT OF TAXATION TO REQUEST PAPER FORMS.**

The Treasurer of State must receive all returns and payments on or before the 23<sup>rd</sup> of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us.

**NOTE:** Contact the Ohio Department of Taxation at 1-888-405-4039 for details. **You may be responsible for**

**other Ohio taxes.**

OHIO DEPARTMENT OF TAXATION  
PO BOX 182215, COLUMBUS, OHIO 43218-2215

Preferred Long Distance, Inc.  
16830 Ventura Blvd.  
Suite 350  
Encino, CA 91423

License Type: SERVICE VENDOR'S SALES TAX  
Account #: 89872564  
Effective Date: 7/1/2008

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5739 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

**\*200803700076\***

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/08/2008	200803700076	FOREIGN LICENSE/FOR-PROFIT (FLF)	\$25.00	100.00	.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, Jennifer Brunner**

1755692

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**PREFERRED LONG DISTANCE, INC.**

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

Document(s):

**FOREIGN LICENSE/FOR-PROFIT**

Authorization to transact business in Ohio is hereby given, until surrender, expiration or  
cancellation of this license.

Document No(s):

**200803700076**



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 5th day of February, A.D. 2008.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State

Central Ohio: (614) 465-3910

Toll Free: 1-877-808-FILB (1-877-757-3453)

www.sos.state.oh.us

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

Expedite this Form (please)

Mail Form to one of the Following:

2005 FEB 5  
PO Box 1890  
Columbus, OH 43218

CLIP \$ No  
PO Box 670  
Columbus, OH 43218

# FOREIGN CORPORATION APPLICATION FOR LICENSE OR REGISTRATION OF CORPORATION NAME (For Foreign Profit or Nonprofit)

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<p>(1) Foreign Corporation</p> <p><input checked="" type="checkbox"/> For-Profit (121-FLP) <span style="float: right;">ORC 1703</span></p> <p><input type="checkbox"/> Nonprofit (122-FLN)</p> <p>Filing Fee \$125.00</p>	<p>(2) Registration of Corporate Name by Unincorped Foreign Corporation</p> <p><input type="checkbox"/> Original (152-NCO)</p> <p><input type="checkbox"/> Renewal (173-RNR (RCR)) <span style="float: right;">ORC 1703</span></p> <p>(Registration Fee)</p> <p>Filing Fee \$50.00</p>
---	--

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

Corporate Name: Preferred Long Distance, Inc.

Under the Laws of the State of California  
(Home State)

Date of Incorporation in Home State 05/10/1995  
(Date)

The corporation's principal office is located at

1683D Ventura Blvd., Ste. 350

(Street)

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

Encino

(City)

CA

(State)

91436

(Zip Code)

The corporate purpose it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient)

Providing telecommunication services

The corporation is carrying on or doing business.

☐ Check here if additional provisions are attached

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

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio:

National Registered Agents, Inc.

(Agent)  
145 Baker Street

(Street)

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

Marion

(City)

Ohio

(State)

43302

(Zip Code)

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

- A. the agent cannot be found or
- B. the above listed fails to designate another agent when required to do so, or
- C. the above stated registration to do business in Ohio expires or is cancelled

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

The application is made to secure a ☒ permanent ☐ temporary license

The corporation's principal office within Ohio is to be located in

☒ Corporation will not have an office in Ohio

(Street)

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

(City)

(County)

Ohio

(State)

(Zip Code)

Has the corporation obtained a license to transact business in Ohio at any time in the past?  
If yes, prior License No. \_\_\_\_\_ issued \_\_\_\_\_ (Date)

☐ Yes ☒ No

The date on which the corporation began transacting business in Ohio:

☐ Date \_\_\_\_\_

OR

☒ Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action?

☐ Yes ☒ No

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

The location of its principal office in the state of Ohio is

(Street)

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

(City)

(County)

Ohio

(State)

(Zip Code)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS.

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized officer on 01-29-08  
(Date)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

Keith Nussbaum, being first duly sworn, deposes and says that he/she is the  
(Name of Officer)

Executive V.P. of Preferred Long Distance, Inc  
(Title)

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to the best of my knowledge and belief.

Signature: Keith Nussbaum

Name: Keith Nussbaum

Sworn to before me and subscribed in my presence,

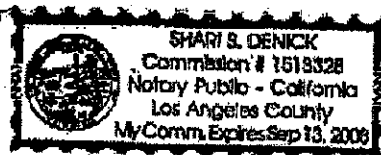
1/29/08  
(Date)

Shirley S. Denick  
(Notary Public)

NOTARY SEAL

Expiration date of Notary's Commission

9-13-08.  
(Date)



**State of California  
Secretary of State**

**CERTIFICATE OF STATUS  
DOMESTIC CORPORATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 10th day of May, 1995, PREFERRED LONG DISTANCE, INC.  
became incorporated under the laws of the State of California by filing its Articles  
of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended  
on the records of this office; and

That according to the records of this office, the said corporation is authorized to  
exercise all its corporate 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, business  
activity or practices of this corporation.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great Seal  
of the State of California this day of  
February 4, 2008.



*Debra Bowen*

DEBRA BOWEN  
Secretary of State

**Exhibit C**

Confidential Income Statement and Balance Sheet  
Motion for Protective Order  
(Attached)

## **Exhibit D**

**Applicant's Technical and Managerial Expertise  
(Attached)**

## **MANAGEMENT EXPERIENCE**

### **Jerome ("Jerry") Nussbaum, Chief Executive Officer, Chief Financial Officer and Secretary**

Mr. Nussbaum has been in the telecommunications industry since 1988. From 1988 to 1991, he was Vice Chairman and Chief Financial Officer for Data Line Service Company. During his tenure there, he was responsible for telecommunications data networks for more than 100 financial institutions in California. From 1991 to 1994, Mr. Nussbaum was Chief Executive Officer of Interactive Communications, Inc. He was responsible for the start-up of the company, which provides a switch-based telecommunications network for residential and commercial customers across the United States. Mr. Nussbaum served as Chief Financial Officer for Addtel Communications, Inc., a switchless based reseller of long distance telephone services to small commercial and residential customers in California, Arizona and Nevada until founding Preferred in 1995.

### **Keith Nussbaum, Executive Vice President**

Mr. Nussbaum has served as Executive Vice President of Preferred Long Distance, Inc. since 1997. Prior to joining the company he served as Director of Music Business Affairs for Universal Television from 1996 to 1997 where he was responsible for legal affairs involving music in all television programs produced by Universal Studios. Mr. Nussbaum has also worked as an Associate litigator for various law firms in Southern California prior to joining Universal Television. Mr. Nussbaum earned his J.D. in 1993 at the University of San Diego School of Law.

**Exhibit E**

Articles of Incorporation  
(Attached)

ARTICLES OF INCORPORATION  
OF  
PREFERRED LONG DISTANCE

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

MAY 10 1995

*Bill Jones*  
BILL JONES, Secretary of State

ARTICLE I

The name of this corporation is Preferred Long Distance.

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The name and address in the State of California of this corporation's initial agent for service of process is Jerome Nussbaum, 16702 Ashley Oaks Road, Encino, California 91436.

ARTICLE IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 10,000.

ARTICLE V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

ARTICLE VI

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section

317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

DATED: May 9, 1995

Jerome Nussbaum  
JEROME NUSSBAUM  
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Jerome Nussbaum  
JEROME NUSSBAUM

## **Exhibit F**

**Affidavit and Bona Fide Letters Requesting Negotiation for Interconnection  
(Attached)**

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF OHIO

In the Matter of the Application of )  
Preferred Long Distance, Inc. to Provide Competitive ) Case No. 08 -126 -TP- ACE  
Local Exchange and Interexchange Telecommunications )  
Services in the State of Ohio )

AFFIDAVIT

I, Keith Nussbaum, first being duly sworn upon oath, depose and aver that I am Executive Vice President of Preferred Long Distance, Inc. Further, I hereby aver that Preferred Long Distance, Inc. has formally requested negotiation for interconnection with AT&T Ohio, as evidenced by correspondence attached hereto at Exhibit F of Preferred Long Distance, Inc.'s instant Application to Provide Competitive Local Exchange and Interexchange Telecommunications Services in the State of Ohio.

Respectfully submitted this 19 day of February, 2008.

Preferred Long Distance, Inc.

By: Keith Nussbaum

Keith Nussbaum  
Executive Vice President  
16830 Ventura Boulevard  
Suite 350  
Encino, California 91436  
Telephone: 818.380.9090



Subscribed and sworn to before me this 19 day of February, 2008.

Shari S. Denick

Notary Public in and for the State of California,

residing at: 16830 Ventura Blvd

Encino CA 91436, CALNATIONAL

Bank

**PREFERRED  
LONG DISTANCE**

TO: **Contract Management**  
**311 S Akard**  
**Four AT&T Plaza, 9<sup>th</sup> floor**  
**Dallas, TX 75202**  
**Fax: 1-800-404-4548**

February 15, 2008

RE: *Request to Initiate Negotiations*

Director – Contract Management:

Pursuant to Sections 251 & 252 of the Telecommunications Act of 1996, Preferred Long Distance, Inc. ("Carrier") desires to begin the negotiations process to reach a mutually acceptable

- ☐ Local Interconnection (includes Resale provisions) Agreement
- ☐ Resale (only) Agreement
- ☒ Commercial Agreement Type: Local Wholesale Complete
- ☐ Cellular/PCS (Wireless) Agreement
- ☐ Paging Interconnection Agreement
- ☐ Paging Facilities Agreement
- ☐ ILEC/OE-LEC Agreement Type: \_\_\_\_\_
- ☐ Other \_\_\_\_\_

with AT&T in the state(s) of (check all that apply) ☐ Alabama ☐ Arkansas ☐ California ☐ Connecticut  
☐ Florida ☐ Georgia ☐ Illinois ☐ Indiana ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Michigan  
☐ Mississippi ☐ Missouri ☐ Nevada ☐ North Carolina ☒ Ohio ☐ Oklahoma ☐ South Carolina  
☐ Tennessee ☐ Tennessee ☐ Texas and/or ☐ Wisconsin.

Fill in the **required** information below. \*

**Carrier's information:**

	CARRIER NOTICE CONTACT INFO*
NAME	Keith Nussbaum
TITLE	Executive Vice President
STREET ADDRESS	16830 Ventura Blvd.
ROOM OR SUITE	Suite 350
CITY, STATE, ZIP CODE	Encino, CA 91436
E-MAIL ADDRESS	keith@preferredlongdistance.com
TELEPHONE NUMBER	818-380-9090
FACSIMILE NUMBER	818-380-7032
STATE OF INCORPORATION	California

**Attorney's information:** (if applicable)

	CARRIER NOTICE CONTACT INFO*
ATTORNEY NAME	
NAME OF FIRM	
STREET ADDRESS	
ROOM OR SUITE	
CITY, STATE, ZIP CODE	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	

Is a signature-ready copy of the 13-State or 9-State Agreement desired? ☒ Yes ☐ No

***If yes, Interconnection in the 13-State region, request MUST include ISP option – All Traffic or ISP-bound Traffic only. If no option is indicated, the Agreement will default to the ISP-bound Traffic Only option. (AT&T 13-St Interconnection Agreement may be viewed at <https://clec.att.com/clec/shell.cfm?section=115>.)***

If 13-State: ISP option: ☐ All Traffic ☒ ISP-bound Traffic only

Enclose **proof of certification** for **each state requested**.

Enclose **documentation from Telcordia** as confirmation of ACNA.

Enclose **documentation from NECA** as confirmation of OCN(s).

Enclose **verification** of type of entity and registration with Secretary of State.

Form completed and submitted by: Keith Nussbaum

Contact number: 818-380-9090

AT&T will formally reply in writing to this request.

\* NOTE: All requested information is required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

## **Exhibit G**

**Customer Application Form for Residential Service,<sup>4</sup> Customer Bill and Disconnection Notice Sample  
(Attached)**

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<sup>4</sup> Applicant will not provide service to residential subscribers. No application form is attached, accordingly.

# Sample Invoice

Preferred Long Distance, Inc.  
16830 Ventura Blvd Ste 350  
Encino, CA 91436-1716

PREFERRED  
LONG DISTANCE

ABC CORP  
ATTN: BOB SMITH  
PO BOX 123  
ENCINO, CA 12345



### \*\*\* IMPORTANT MESSAGE \*\*\*

Preferred Long Distance, your low cost provider, cares to make a difference for you! Remember, you are receiving **100 FREE MINUTES** of local toll & domestic long distance calling each and every month! **ALL** of your local calls are **FREE** as well.

#### **\*\* CREDIT CARD PAYMENTS (888)235-2026\*\***

Inquire about AutoPay or set up a secure password to pay your invoice online at <http://myaccount.preferredlongdistance.com/EBPP>. If payment is not received by the due date, your service may be disconnected. A reconnection fee and all outstanding charges will be due prior to reconnection.

**FREE SPRINT BROADBAND DATA CARD:** Get faster & more mobile internet access on the largest national mobile broadband network. (Subscriber is required to sign a 2 year agreement with Sprint for the data connection.)

### Account Summary

Previous Balance	\$58.69	
Payments & Credits	-58.69	
Balance Forward		0.00
Finance Charges	0.00	
Usage Charges	0.95	
Debits	0.00	
Recurring Charges	\$53.88	
Taxes & Surcharges	2.68	
Current Month Charges	\$57.51	

Balance Due	02/14/2008	\$57.51
Payment Due Date	02/28/2008	\$57.51
Invoice Date	02/14/2008	\$57.51

PLEASE TEAR BELOW AND RETURN LOWER SECTION WITH YOUR REMITTANCE.

ABC CORP  
ATTN: BOB SMITH  
PO BOX 123  
ENCINO, CA 12345

Invoice Date: February 14, 2008  
Invoice Number: 23411080214

Account Number: 1234567890123456

**DO NOT SEND PAYMENT - YOUR CREDIT CARD WILL BE  
CHARGED AUTOMATICALLY**

Preferred Long Distance, Inc.  
16830 Ventura Blvd Ste 350  
Encino, CA 91436-1716



0000023411000057515

## **TERMS and CONDITIONS**

**Your bill is due upon presentation.** The bill is delinquent if payment is not received within 22 days from the date of mailing the invoice. A finance fee is incurred for services rendered when not paid within 22 days from the date of mailing. Previous balances are subject to a finance charge of 1.5% calculated monthly without deduction for payments or credits made during the period. The annualized finance charge is 18%. **If payment is not received, your service may be disconnected. A reconnection fee and all outstanding charges will be due prior to reconnection. A security deposit may also be required.**

**If you have any questions regarding your invoice or service, please call our business office at (888) 235-2026.** The business office hours are Monday through Friday, 7 AM to 5 PM Pacific Standard time. You are obligated to pay your bill upon presentation. You are responsible to pay the full amount of the invoice that is not in dispute to avoid both a late payment fee of 1.5% per month and possible disconnection of your services. To avoid collection activity, please remember to pay all charges by the due date of the invoice, which is due upon receipt.

The terms, conditions and charges that apply to all your detariffed services are available by contacting our business office at (888) 235-2026. Important limits of liability apply including that we are not liable for indirect or consequential damages (such as lost profits or any other economic loss) and direct damages for affected services.

Thank you for choosing us as your local and/or long distance phone company. If you need to add a new 800 toll free line or transfer your existing 800 toll free numbers to our service, please contact our business office.

For California customers only, if you have a complaint that you cannot resolve with us directly, you may write the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, Ca 94102, or [www.cpuc.ca.gov](http://www.cpuc.ca.gov) or call 1-800-649-7570 or TDD 1-800-229-6846.

For Texas Residents: Customers who believe (1) they have been slammed or (2) the bill includes unauthorized charges may contact the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or in Texas (toll-free) 1 (888) 782-8477, fax: (512) 936-7003, e-mail address: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us). Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

If your complaint concerns interstate or international calling, write the FCC at Consumer Complaints, 445 12th Street SW, Washington, DC 20554 or at [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov) or call 1-888-225-5322 or TTY 1-888-835-5322.

To pay your bill immediately by Credit Card or Check-By-Fax, please contact us at (888)235-2026.

You can now pay your bill online at <http://myaccount.preferredlongdistance.com/EBPP>.

Call (888)235-2026 to set up a secure password.

Local & Long Distance Usage			
	Usage	Days	Amount
<b>Switched Outbound</b>			
IntraLata Call	102.0	27	8.09
IntraState Call	10.0	4	0.80
<b>Total Usage</b>	<b>112.0</b>	<b>31</b>	<b>8.89</b>
VIP Credit for 100 FREE Minutes			-7.94
		<b>Total</b>	<b>0.95</b>

Payments & Credits	
<b>Payments</b>	
Payment on 1/14/2008	-58.69
<b>Total</b>	<b>-58.69</b>

Local Telephone Charges	
<b>Charges for (707) [REDACTED] 02/15/2008 - 03/14/2008)</b>	
Basic Local Service CA-568	39.95
Call Waiting 568	0.00
Three Way Calling 568	0.00
Directory Listing (B)	1.99
<b>Total</b>	<b>41.94</b>

Federal Regulatory Fees	
<b>Account Charges</b>	
USF Carrier Cost Recovery Fee	0.80
<b>Charges for (707) [REDACTED] 01/15/2008 - 02/14/2008)</b>	
Federal Access Fee CA	5.60
Federal Line Charge CA	4.88
Federal Reg Fee	0.23
Local No. Portability	0.43
<b>Total</b>	<b>11.94</b>

Taxes & Surcharges	
<b>Federal</b>	
FCC Regulatory Fee (Wireline)	0.04
Federal Universal Service Fund	1.22
<b>State</b>	
CA High Cost Fund A	0.07
CA Teleconnect Fee	0.07
California Advanced Services Fund	0.13
E911 Tax	0.26
P.U.C. Fee	0.09
State HCF	0.13
Telecommunications Relay Service Surcharge	0.10
Universal Lifeline Telephone Service Charge	0.57
<b>Total</b>	<b>2.68</b>

## Switched Outbound Call Detail

Date	Time	City	St	Number	Length	Amount
(707) [REDACTED]						
01/16/08	10:37 am	SNPC CNTRL	CA	(415) [REDACTED]	4.0	0.32
01/17/08	10:27 am	TRINIDAD	CA	(707) [REDACTED]	1.0	0.08
01/18/08	10:51 am	SNPC CNTRL	CA	(415) [REDACTED]	1.0	0.08
	11:10 am	SACRAMENTO	CA	(916) [REDACTED]	2.0	0.16
	12:22 pm	SACRAMENTO	CA	(916) [REDACTED]	2.0	0.16
	09:37 pm	WILLITS	CA	(707) [REDACTED]	9.0	0.71
01/19/08	11:51 am	SAN RAFAEL	CA	(415) [REDACTED]	1.0	0.08
	11:53 am	TRINIDAD	CA	(707) [REDACTED]	6.0	0.47
01/21/08	09:18 am	SAN RAFAEL	CA	(415) [REDACTED]	1.0	0.08
	09:48 am	WILLITS	CA	(707) [REDACTED]	2.0	0.16
	09:51 am	SACRAMENTO	CA	(916) [REDACTED]	2.0	0.16
	09:54 am	WILLITS	CA	(707) [REDACTED]	1.0	0.08
01/22/08	09:37 am	MENDOCINO	CA	(707) [REDACTED]	4.0	0.32
	05:17 pm	MIDDLETOWN	CA	(707) [REDACTED]	1.0	0.08
01/23/08	07:49 am	TRINIDAD	CA	(707) [REDACTED]	1.0	0.08
	08:56 am	TRINIDAD	CA	(707) [REDACTED]	5.0	0.47
	09:04 am	MENDOCINO	CA	(707) [REDACTED]	5.0	0.40
01/24/08	08:35 am	MENDOCINO	CA	(707) [REDACTED]	1.0	0.08
	04:52 pm	MIDDLETOWN	CA	(707) [REDACTED]	2.0	0.16
	04:56 pm	WILLITS	CA	(707) [REDACTED]	1.0	0.08
	04:57 pm	WILLITS	CA	(707) [REDACTED]	1.0	0.08
01/25/08	02:32 pm	SNJS WEST	CA	(408) [REDACTED]	1.0	0.08
01/30/08	10:40 am	TRINIDAD	CA	(707) [REDACTED]	2.0	0.16
	10:42 am	TURLOCK	CA	(209) [REDACTED]	4.0	0.32
01/31/08	11:09 pm	WILLITS	CA	(707) [REDACTED]	1.0	0.08
02/02/08	08:54 am	WATSONVIL	CA	(831) [REDACTED]	5.0	0.40
	09:00 am	SNPC CNTRL	CA	(415) [REDACTED]	1.0	0.08
02/04/08	11:37 am	TRINIDAD	CA	(707) [REDACTED]	2.0	0.16
	11:41 am	MIDDLETOWN	CA	(707) [REDACTED]	1.0	0.08
	11:42 am	SNJS WEST	CA	(408) [REDACTED]	39.0	3.08
02/05/08	04:55 pm	KELSEYVIL	CA	(707) [REDACTED]	2.0	0.16

Subtotal for (707) [REDACTED]

Itemized Calls: 31      Length: 112.0      Amount: 8.89

Subtotal for SO

Calls: 31      Length: 112.0      Amount: 8.89

**PREFERRED  
LONG DISTANCE**

March 4, 2008

Account# «ACCOUNT»

«NAME1»  
«ADDR1»  
«CITY1», «STATE1» «ZIP1»  
Attn: «FIRST1» «LAST1»

Amount  
Enclosed: \$ \_\_\_\_\_

*Make Check Payable to: Preferred Long Distance, Inc.*

-----  
*Please tear off the above portion*

We are writing as a courtesy because our records indicate a payment of \$«BALANCE» was due «PAYDUE». Your account is now **PAST DUE**. **If your payment has already been sent, we sincerely thank you for your business and please disregard this letter.**

If payment is not received, your service may be disconnected. A reconnection fee and all outstanding balances will be due prior to reconnection. A security deposit may also be required. Past due balances are subject to a finance charge.

**TO AVOID INTERRUPTION OF SERVICE**, please send in your payment immediately. You may also call our customer service department at (888) 235-2026 to pay by credit card in order to bring your account current and to avoid interruption of service.

If you have questions regarding your billing, please contact our customer service department, at (888)235-2026, Monday through Friday from 9am to 5pm, Pacific time.

Please send your payment immediately to avoid interruption of service to:

Preferred Long Distance  
16830 Ventura Blvd.  
Suite 350  
Encino, CA 91436

Sincerely,

Preferred Long Distance  
Customer Service Department

## **Exhibit H**

**Telecommunications Local Service Market Area  
(Attached)**

sd Long Distance, Inc.

Preferred Long Distance, Inc.

Select Only AT&T Ohio

dba:

Certificate Number:

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X

AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	Washington Court House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X

AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Carrfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarrington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W.Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Corning	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X

AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutten	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
X			

Company Name: Preferred Long Distance, Inc. Telephone dba Embarq  
 dba:  
 Certificate Number:

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
United Telephone dba Embarq	ALLEN	Beaverdam	X
United Telephone dba Embarq	ALLEN	Bluffton	X
United Telephone dba Embarq	ALLEN	Cairo	X
United Telephone dba Embarq	ALLEN	Delphos	X
United Telephone dba Embarq	ALLEN	Elida	X
United Telephone dba Embarq	ALLEN	Gomer	X
United Telephone dba Embarq	ALLEN	Lafayette	X
United Telephone dba Embarq	ALLEN	Lima	X
United Telephone dba Embarq	ALLEN	Westminster	X
United Telephone dba Embarq	ASHTABULA	Andover	X
United Telephone dba Embarq	ASHTABULA	Jefferson	X
United Telephone dba Embarq	ASHTABULA	New Lyme	X
United Telephone dba Embarq	ATHENS	Glouster	X
United Telephone dba Embarq	AUGLAIZE	Waynesfield	X
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg	X
United Telephone dba Embarq	CHAMPAIGN	Rosewood	X
United Telephone dba Embarq	CRAWFORD	Bucyrus	X
United Telephone dba Embarq	CRAWFORD	Chatfield	X
United Telephone dba Embarq	CRAWFORD	Lykens	X
United Telephone dba Embarq	CRAWFORD	New Winchester	X
United Telephone dba Embarq	DARKE	Ansonia	X
United Telephone dba Embarq	DARKE	Arcanum	X
United Telephone dba Embarq	DARKE	Bradford	X
United Telephone dba Embarq	DARKE	Gettysburg	X
United Telephone dba Embarq	DARKE	Greenville	X
United Telephone dba Embarq	DARKE	Hollansburg	X
United Telephone dba Embarq	DARKE	New Madison	X
United Telephone dba Embarq	DARKE	Rossburg	X
United Telephone dba Embarq	DARKE	Versailles	X
United Telephone dba Embarq	DEFIANCE	Defiance	X
United Telephone dba Embarq	DEFIANCE	Jewell	X
United Telephone dba Embarq	DELAWARE	Sunbury	X
United Telephone dba Embarq	FULTON	Archbold	X
United Telephone dba Embarq	FULTON	Lyons	X
United Telephone dba Embarq	FULTON	Metamora	X
United Telephone dba Embarq	FULTON	Swanton	X
United Telephone dba Embarq	FULTON	Wauseon	X
United Telephone dba Embarq	HARDIN	Ada	X
United Telephone dba Embarq	HARDIN	Alger	X
United Telephone dba Embarq	HARDIN	Dunkirk	X
United Telephone dba Embarq	HARDIN	Mount Victory	X
United Telephone dba Embarq	HARDIN	Ridgeway	X
United Telephone dba Embarq	HENRY	Deshler	X
United Telephone dba Embarq	HENRY	Florida	X
United Telephone dba Embarq	HENRY	Gerald	X

United Telephone dba Embarq	HENRY	Grelton-Malinta	X
United Telephone dba Embarq	HENRY	Hamler	X
United Telephone dba Embarq	HENRY	Holgate	X
United Telephone dba Embarq	HENRY	Liberty Center	X
United Telephone dba Embarq	HENRY	Napoleon	X
United Telephone dba Embarq	HOLMES	Big Prairie	X
United Telephone dba Embarq	HOLMES	Glenmont	X
United Telephone dba Embarq	HOLMES	Holmesville	X
United Telephone dba Embarq	HOLMES	Killbuck	X
United Telephone dba Embarq	HOLMES	Millersburg	X
United Telephone dba Embarq	HOLMES	Nashville	X
United Telephone dba Embarq	KNOX	Centerburg	X
United Telephone dba Embarq	KNOX	Danville [KNO]	X
United Telephone dba Embarq	KNOX	Fredericktown	X
United Telephone dba Embarq	KNOX	Gambier	X
United Telephone dba Embarq	KNOX	Martinsburg	X
United Telephone dba Embarq	KNOX	Mount Vernon	X
United Telephone dba Embarq	LICKING	Alexandria	X
United Telephone dba Embarq	LICKING	Croton	X
United Telephone dba Embarq	LICKING	Hebron	X
United Telephone dba Embarq	LICKING	Johnstown	X
United Telephone dba Embarq	LICKING	Pataskala	X
United Telephone dba Embarq	LICKING	Utica-Homer	X
United Telephone dba Embarq	LOGAN	Belle Center	X
United Telephone dba Embarq	LOGAN	Bellefontaine	X
United Telephone dba Embarq	LOGAN	De Graff	X
United Telephone dba Embarq	LOGAN	East Liberty	X
United Telephone dba Embarq	LOGAN	Huntsville	X
United Telephone dba Embarq	LOGAN	Rushsylvania	X
United Telephone dba Embarq	LOGAN	Russells Point	X
United Telephone dba Embarq	LOGAN	West Liberty	X
United Telephone dba Embarq	LOGAN	West Mansfield	X
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey	X
United Telephone dba Embarq	LUCAS	Waterville	X
United Telephone dba Embarq	MAHONING	Berlin Center	X
United Telephone dba Embarq	MAHONING	Damascus	X
United Telephone dba Embarq	MAHONING	North Benton	X
United Telephone dba Embarq	MARION	Caledonia	X
United Telephone dba Embarq	MERCER	Rockford	X
United Telephone dba Embarq	MORGAN	Chesterhill	X
United Telephone dba Embarq	MORGAN	McConnelsville	X
United Telephone dba Embarq	MORGAN	Pennsville	X
United Telephone dba Embarq	MORGAN	Reinersville-Hackney	X
United Telephone dba Embarq	MORGAN	Stockport	X
United Telephone dba Embarq	MORROW	Cardington	X
United Telephone dba Embarq	MORROW	Chesterville	X
United Telephone dba Embarq	MORROW	Johnsville	X
United Telephone dba Embarq	MORROW	Marengo	X
United Telephone dba Embarq	MORROW	Mount Gilead	X
United Telephone dba Embarq	MUSKINGUM	Adamsville	X
United Telephone dba Embarq	MUSKINGUM	Fazeysburg	X
United Telephone dba Embarq	PERRY	Crooksville	X

United Telephone dba Embarq	PERRY	Junction City	X
United Telephone dba Embarq	PICKAWAY	Mount Sterling	X
United Telephone dba Embarq	PORTAGE	Lake Milton	X
United Telephone dba Embarq	PORTAGE	Wayland	X
United Telephone dba Embarq	PORTAGE	Windham	X
United Telephone dba Embarq	PREBLE	Camden	X
United Telephone dba Embarq	PREBLE	Eaton	X
United Telephone dba Embarq	PREBLE	Eldorado	X
United Telephone dba Embarq	PREBLE	New Paris	X
United Telephone dba Embarq	PREBLE	West Manchester	X
United Telephone dba Embarq	PUTNAM	Ottawa	X
United Telephone dba Embarq	RICHLAND	Adario	X
United Telephone dba Embarq	RICHLAND	Bellville	X
United Telephone dba Embarq	RICHLAND	Butler	X
United Telephone dba Embarq	RICHLAND	Lexington	X
United Telephone dba Embarq	RICHLAND	Lucas	X
United Telephone dba Embarq	RICHLAND	Mansfield	X
United Telephone dba Embarq	RICHLAND	Shelby	X
United Telephone dba Embarq	RICHLAND	Shiloh	X
United Telephone dba Embarq	SANDUSKY	Woodville	X
United Telephone dba Embarq	SENECA	Green Springs	X
United Telephone dba Embarq	SENECA	Old Fort	X
United Telephone dba Embarq	SHELBY	Anna	X
United Telephone dba Embarq	SHELBY	Botkins	X
United Telephone dba Embarq	SHELBY	Fort Loramie	X
United Telephone dba Embarq	SHELBY	Jackson Center	X
United Telephone dba Embarq	SHELBY	Sidney	X
United Telephone dba Embarq	TRUMBULL	Bristolville	X
United Telephone dba Embarq	TRUMBULL	Cortland	X
United Telephone dba Embarq	TRUMBULL	Greene	X
United Telephone dba Embarq	TRUMBULL	Hartford	X
United Telephone dba Embarq	TRUMBULL	Johnston	X
United Telephone dba Embarq	TRUMBULL	Kinsman	X
United Telephone dba Embarq	TRUMBULL	Newton Falls	X
United Telephone dba Embarq	TRUMBULL	Warren	X
United Telephone dba Embarq	UNION	Byhalia	X
United Telephone dba Embarq	UNION	Magnetic Springs	X
United Telephone dba Embarq	UNION	Marysville	X
United Telephone dba Embarq	UNION	Milford Center	X
United Telephone dba Embarq	UNION	Raymond	X
United Telephone dba Embarq	UNION	York Center	X
United Telephone dba Embarq	VAN WERT	Van Wert	X
United Telephone dba Embarq	VAN WERT	Venedocia	X
United Telephone dba Embarq	WARREN	Lebanon	X
United Telephone dba Embarq	WARREN	Mason	X
United Telephone dba Embarq	WARREN	Morrow	X
United Telephone dba Embarq	WARREN	South Lebanon	X
United Telephone dba Embarq	WARREN	Waynesville	X
United Telephone dba Embarq	WASHINGTON	Bartlett	X
United Telephone dba Embarq	WAYNE	Apple Creek	X
United Telephone dba Embarq	WAYNE	Fredericksburg	X
United Telephone dba Embarq	WAYNE	Kidron	X

United Telephone dba Embarq	WAYNE	Marshallville	X
United Telephone dba Embarq	WAYNE	Orrville	X
United Telephone dba Embarq	WAYNE	Rittman	X
United Telephone dba Embarq	WAYNE	Shreve	X
United Telephone dba Embarq	WAYNE	Smithville	X
United Telephone dba Embarq	WAYNE	Sterling	X
United Telephone dba Embarq	WAYNE	Wooster	X
United Telephone dba Embarq	WILLIAMS	Stryker	X
United Telephone dba Embarq	WOOD	Bloomdale	X
United Telephone dba Embarq	WOOD	Cygnat	X
United Telephone dba Embarq	WOOD	Luckey	X
United Telephone dba Embarq	WOOD	Moline	X
United Telephone dba Embarq	WOOD	Portage	X
United Telephone dba Embarq	WOOD	Risingsun	X
United Telephone dba Embarq	WOOD	Stony Ridge	X
X			