

FILE

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Via Overnight Delivery

March 31, 2008

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

90-9354-TP-TRF

RE: 08-230-TP-ACE Application of Preferred Long Distance to Provide Local and Long Distance Services in Ohio

Dear Ms. Jenkins:

Enclosed for filing with the Public Utilities Commission of Ohio are an original and eight (8) copies of the following amended documents associated with Preferred Long Distance, Inc.'s ("Preferred") *Telecommunications Application Form for Routine Proceedings, Telecommunications Supplemental Application Form for Carrier Certification* in the above-captioned proceeding. These documents reflect staff-requested amendments, unless otherwise stated. Preferred confirms that it will limit its Ohio service offerings exclusively to commercial subscribers.

1. Revised retail tariff, removing all detariffed items;
2. Revised carrier-to-carrier tariff;
3. Embarq Negotiation Form and affidavit;
4. Disconnect Notice;
5. Letter to the Dept. of Taxation - added to application;
6. Management Resumes or vitas - inadvertently omitted from application;
7. An exhibit listing the detariffed services that will be offered with descriptions of those services. (new Exhibit I);
8. An amended exhibit that states the applicant will only be service commercial customers at this time, no residential customers (not included per discussion with Staff, as underscored above);
9. Welcome Letter; and
10. *Motion for Protective Order* (Exhibit C. Financials included in original filing. The amended *Motion* contains additional information regarding Applicant's Executive Vice President standing as a duly licensed attorney in the State of California).

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 SM Date Processed 4/1/08

Ms. Renee J. Jenkins

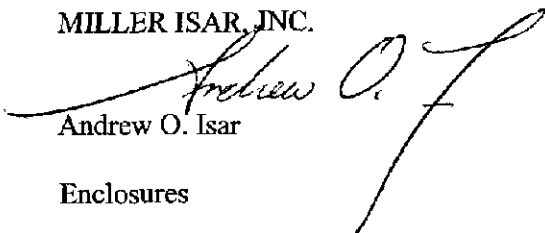
March 31, 2008

Page 2

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.

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

Issued By:

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

Effective:

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
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1	Original				
2	Original				
3	Original				
4	Original				
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21	Original				

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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

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.

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 and specifically within the AT&T Ohio and Embarq service territories. Company adopts the AT&T Ohio and Embarq service territories in their entirety.

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 (“IVS”) 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.

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 1 core services

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

Tier 1 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 Entry¹ 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.

¹ *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. 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.
- 2.1.2. 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.

2.2. PAYMENT ARRANGEMENTS

2.2.1. Deposits

- A. 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
- B. Deposits must conform to the following requirements:
- (1) Cash deposits are not to exceed two hundred thirty per cent of one of the following:
- (a) The estimated average monthly bill for the individual customer's regulated services for the ensuing twelve months.
 - (b) The customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.
 - (c) The telecommunications provider's tariffed statewide average monthly bill (deposit amount) for residential or small business customer service for local, long distance, or packaged service.

SECTION 2 – REGULATIONS, Continued

2.2. PAYMENT ARRANGEMENTS

2.2.2. 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. 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.
- D. 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**2.2. PAYMENT ARRANGEMENTS, Continued****2.2.3. 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

2.2. PAYMENT ARRANGEMENTS, Continued

2.2.3. 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**2.2. PAYMENT ARRANGEMENTS, Continued****2.2.4. 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.

SECTION 2 – REGULATIONS, Continued

2.2. PAYMENT ARRANGEMENTS, Continued

2.2.4. 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. Customer complaints that are not resolved after contacting Company, or for general utility information, residential and business Customers may contact the Public Utilities Commission of Ohio for assistance at 1.800.686.7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays Eastern Time, or at www.puco.ohio.gov.

SECTION 3 – DESCRIPTION OF SERVICES AND RATES**3.1 BASIC LOCAL SERVICE****3.1.1. Custom Calling Features**

	<u>Per Use</u>	<u>Per Month</u>	<u>Maximum</u>
Caller ID		\$3.95	\$5.00
Caller ID Blocking		\$3.95	\$5.00
Caller ID with Privacy Blocker		\$10.95	\$15.00
Call Waiting ID		\$3.95	\$5.00

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SECTION 3 – DESCRIPTION OF SERVICES AND RATES, Continued**3.2. 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.

3.3. 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 SERVICES AND RATES, Continued

3.4. DIRECTORY SERVICES AND LISTING

3.4.1. 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.

3.4.2. 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.

3.5. MISCELLANEOUS SURCHARGES

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

3.6. 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 SERVICES AND RATES, Continued**3.7. 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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Jerome Nussbaum, President
16830 Ventura Blvd., Suite 350
Encino, CA 91436

SECTION 3 – DESCRIPTION OF SERVICES AND RATES, Continued**3.7. 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.

3.8 PIC CHANGE CHARGES: INTRALATA and INTERLATA

Per line, trunk, or port:

Manual Process	\$5.50
----------------	--------

Electronic Process	\$1.25
--------------------	--------

If a subscriber changes both the IntraLATA and InterLATA Presubscribed interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA and InterLATA PIC change charges will apply.

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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		
10	Original	40	Original		
11	Original	41	Original		
12	Original				
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28	Original				
29	Original				
30	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.

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DEFINITIONS, Continued

Toll Free

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

Wire Center

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

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APPLICATION OF TARIFF

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

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

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

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

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

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

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

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

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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability

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

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Effective:

REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability, Continued

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

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

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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D., Continued

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

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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D., Continued

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

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

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Effective:

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

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

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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability, Continued

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

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

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

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

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

REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.5 Provision of Equipment and Facilities

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

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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.6 Ownership of Facilities

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

2.2 PROHIBITED USES

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

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

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

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

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REGULATIONS, Continued

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Premises Provisions

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

2.3.2 Liability of the Customer

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

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Effective:

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.

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

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

2.4.2 Inspections

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

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REGULATIONS, Continued

2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

2.5.1 Deposits

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

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REGULATIONS, Continued

2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS, Continued

2.5.1 Deposits, Continued

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

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

A. Taxes

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

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.

Issued: March 6, 2008

Issued By:

Jerome Nussbaum
Preferred Long Distance, Inc.
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Encino, CA 91436

Effective:

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.

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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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 network during the period of interruption, the Customer must pay the charges for the alternative network used.

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REGULATIONS, Continued

2.8. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.8.1 Unauthorized Use of the Network

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

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REGULATIONS, Continued

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

2.8.2 Liability for Unauthorized Use

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

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

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

2.9.1 Charges Based on Duration of Use

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

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REGULATIONS, Continued

2.9 APPLICATION OF RATES, Continued

2.9.1 Charges Based on Duration of Use, Continued

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

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

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

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

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

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

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

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

2. Local Switching

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

(a) Tandem Switched Facility

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

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SERVICE DESCRIPTIONS, Continued

3.1 ACCESS SERVICES, Continued

3.1.2 Standard Rate Categories, Continued

A. Rate Regulations

2. End Office Switching, Continued

(b) Local Switching

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

3.1.3 Other Rate Categories

A. Toll Free Data Base Access Service

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

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

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

1. Customer Identification Charge

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

2. POTS Translation Charge

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

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SERVICE DESCRIPTIONS, Continued

3.1 ACCESS SERVICES, Continued

3.1.3 Other Rate Categories, Continued

A. Toll Free Data Base Access Service, Continued

2. POTS Translation Charge, Continued

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

3. Call Handling & Destination Feature Charge

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

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

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
Tandem Switching, Per Access Minute	\$0.001116

4.1.2 Local Switching

Per Minute	\$0.003142
------------	------------

4.1.3 Common Trunk Port

Common Trunk Port All States, Per Access Minute	\$0.000337
---	------------

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	\$0.000199

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Effective:



Negotiation Request Form

3/4/2008

261c

Date (m/d/yyyy)

CLEC 4-Digit Operating Company Number (OCN)

Preferred Long Distance, Inc.

Certified name of the Carrier

Is your company affiliated with any other Telecommunications Company?

☐ Yes

☒ No

If so, please provide the name of the affiliated company.

Keith Nussbaum

Carrier contact name

(818) 380-9090 ext.

Carrier contact telephone number

16830 Ventura Blvd., Suite 350

Headquarters address (also used for official notices)

Encino, CA 91436

City, State, Zip

keith@preferredlongdistance.com

Contact email address

Represented by outside consultant and/or attorney?

☐ Yes

☒ No

If the answer is "Yes" please continue.

() - ext.

Consultant and/or attorney name and firm name

Consultant and/or attorney telephone number

Consultant and/or attorney address

Consultant and/or attorney email address

City, State, Zip

Services planned (check all that apply):

☒ Interconnection

☒ Resale

☒ UNE

☐ Collocation

Please check the type of agreement requested:

☐

Wireless Interconnection

☒

CLEC Interconnection, Collocation and Resale

☐

Traffic termination only

☐

MFN (please list below)

☐

Resale only

☐

Amendment

☒

Inside Wire Maintenance

☐

Other (please describe)

State	Check all applicable	Forecasted market rollout date	Name of Agreement to opt-in to (if applicable)
FL	3/4/2008	07/08	
IN	3/4/2008	07/08	
KS			
MO	3/4/2008	07/08	
MN	3/4/2008	04/08	
NC	3/4/2008	07/08	
NE			
NJ			
NV	3/4/2008	04/08	
OH	3/4/2008	07/08	
OR	3/4/2008	04/08	
PA			
SC			
TN			
TX	3/4/2008	04/08	
VA			
WA	3/4/2008	04/08	
WY			

Please email the completed form to: negotiation.request@embarq.com.

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 Embarq, as evidenced by correspondence attached hereto at Exhibit F of Preferred Long Distance, Inc.'s Application to Provide Competitive Local Exchange and Interexchange Telecommunications Services in the State of Ohio.

Respectfully submitted this 18 day of March, 2008.

Preferred Long Distance, Inc.

By: [Signature]

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

Subscribed and sworn to before me this 18 day of March, 2008.

[Signature]

Notary Public in and for the State of California,

residing at: 2679 W GRANT Smokey CT

WESTLAKE U.C. CA 91362



**PREFERRED
LONG DISTANCE**

March 31, 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

DISCONNECTION NOTICE

We are writing as a courtesy because our records indicate a payment of \$«BALANCE» for your local and long distance service 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 \$«BALANCE» is not received, your service will be disconnected on [date]. A reconnection fee and all outstanding balances will be due prior to reconnection. A security deposit may also be required.

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.

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have **called Preferred Long Distance, Inc. or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TTY toll free at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.Ohio.gov.**

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

**16830 Ventura Boulevard Suite 350 Encino, California 91436
(818)380-9090 • Fax (818)380-9099 • Toll Free (888)235-2026**

PREFERRED
LONG DISTANCE

March 18, 2008

Ohio Department of Taxation
Public Utility Tax Division
30 E. Broad St
21st Floor
Columbus, OH 43215

To Whom It May Concern:

On behalf of Preferred Long Distance, Inc., please accept this letter as notice that Preferred Long Distance, Inc., has applied for a Certificate of Public Convenience and Necessity from the Public Utilities Commission of Ohio ("PUCO") to operate as a provider of telecommunications services within the State of Ohio. Preferred Long Distance, Inc. expects that its application is to be approved by the PUCO within the next 45 days.

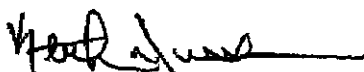
Information concerning Preferred Long Distance, Inc. may be obtained by writing or calling the Company at the address and phone number below:

Preferred Long Distance, Inc.
16830 Ventura Boulevard, Suite 350
Encino, California 91436
Telephone: 818.380.9090

Should you have any questions relating to this correspondence, please feel free to contact the undersigned.

Sincerely,

PREFERRED LONG DISTANCE, INC.



Keith Nussbaum
Executive Vice President

EXHIBIT D

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 I

Listing of Deteriffed Services

Applicant provides the following competitive ("Tier II") services. Pursuant to Rule 4901:1-6-05(G)(3), Ohio Administrative Code, Service information and rates are available at Applicant's web site, www.preferredld.com.

LOCAL SERVICES

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.

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

Plan 3 - Service Charge (includes unlimited calling within Subscriber's Local Calling Area, and up to 1000 minutes of non-Travel Card outbound intraLATA, intrastate interLATA, and interstate interLATA toll calling).

Plan 4 - Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, two Business Custom Calling Features, and up to 1000 minutes of non-Travel Card outbound intraLATA, intrastate interLATA, and interstate interLATA toll calling).

Travel Cards

Business Custom Calling Features including Tier I caller ID features

Directory Listings and Services, Non-Published Service

Operator Assistance

Pay by Phone

Call Blockage services

TOLL TELECOMMUNICATIONS SERVICES

Outbound "1+" Service

Directory Assistance

Toll Free Service

Travel Card Services



Preferred
— Long Distance, Inc.

Dear Valued Customer:

We appreciate you choosing ***Preferred Long Distance*** for your local, long distance, local toll and international phone service. ***Preferred Long Distance*** will now become your **local and long distance phone company.**

As you know, it is essential to **drive down** the cost of living expenses! This challenge is extremely difficult when it comes to reducing expenses. ***Preferred Long Distance*** is trying to help you reduce your telephone costs. Your **local phone service is now \$32.95 per month per line** with unlimited local calls plus any calling features you ordered, if any, such as voice mail, etc. **Your first 100 minutes of domestic long distance calling are FREE and then your rate is 3.9 cents per minute for all outbound state to state calls and 9.9 cents per minute for all outbound in-state long distance and local toll calls, plus taxes and surcharges.** International rates vary by country so please call if you need a rate for a specific country.

Preferred Long Distance provides competitive rates for domestic long distance service with top quality fiber optic network and customer service. ***Preferred Long Distance*** may also save you money on your existing "800/888" numbers and we can provide you new "800/888" numbers. **Please call us today if you would like to increase your business by adding an "800/888" line.**

All of these services will be consolidated on our monthly billing. **No longer will you have to endure multiple phone bills every month. Preferred is not affiliated with any other carrier.** Your long distance and toll calls are billed with full minute billing with such usage charges rounded up to the next whole cent. Telephone usage is subject to all federal, state and local taxes, surcharges and mandated regulatory fees such as universal service fund, universal service fund carrier cost recovery fee and federal access line fees. You should notify your former carrier that you canceled service.

If you believe that this does not accurately reflect the service you ordered, you should contact the company immediately or no later than thirty days from the date of this letter at (888) 235-2026. You may change or switch your services at least one time after service is initiated without incurring any charge to make that change or switch, so long as the change or switch is made within thirty days of the postmark of this letter. If you have a complaint that is not resolved after you have called your phone company, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-

686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Please reach out and contact us with any questions at (888) 235-2026. ***Preferred Long Distance, Inc.*** cares to make a difference for you! We have enclosed your order confirmation, Customer Service Agreement and general terms and conditions.

Sincerely,

Preferred Long Distance, Inc.

Exhibit C

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

MOTION FOR PROTECTIVE ORDER

Preferred Long Distance, Inc ("Preferred"), by its undersigned officer and counsel, and pursuant to the Public Utility Commission of Ohio's ("Commission") rules of practice and procedure, respectfully petitions the Public Utilities Commission of Ohio ("Commission") for an order to protect the Company's proprietary Financial Statements included in Preferred's *Telecommunications Supplemental Application Form for Carrier Certification* at Exhibit C from disclosure. In support of its Motion, Preferred states as follows:

1. Preferred's income statement and balance sheet, collectively ("Financial Statements") constitute financial data not commonly known by or available to the public. Preferred has used its best efforts to keep and maintain such information confidential. To the best of Preferred's knowledge, current financial information has not been disclosed or released to the public;
2. The Financial Statements derive economic value from not being generally known to and not being readily ascertainable by proper means by other persons, who can obtain economic value from their disclosure and use. Specifically, the information contained therein is extremely sensitive information that could be used by competitors to determine revenue and other information damaging to Preferred in the marketplace.

Disclosure of such information would be extremely detrimental and could be used by Preferred's competitors to materially affect Preferred's ability to compete effectively; and

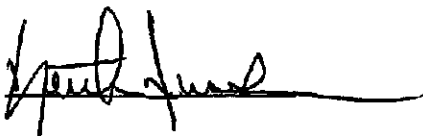
3. Due to the sensitive nature of this information, it is appropriate for the Commission to limit access to it. The financial statements should solely be used by the Commission in exercising its governmental functions in considering Preferred's Application for operating authority. There is no legitimate purpose or public interest to be served in disclosing the financial statements to Preferred's competitors or, indeed, to any person other than the appropriate staff of the Commission.

4. The undersigned is duly licensed to practice law in the State of California,¹ is authorized to make the instant Motion, pursuant to the Commission's rules of Practice and Procedure.

For the foregoing reasons, Preferred Services, Inc. respectfully requests that the Commission grant a Protective Order allowing its financial statements to be treated as confidential.

Respectfully submitted this 18 day of March, 2008

Preferred Long Distance, Inc.

By: 

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¹ California Bar No. 171054