

April 10, 2008 Via E-file

Ms. Renee Jenkins

**Docketing Division** 

Commission Secretary

2600 Maitland Center Pkwy.

Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

Tel: 407-740-8575

Fax: 407-740-0613 www.tminc.com

Re:

Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, Ohio 43215-3793

Docket No. 08-0392-TP-ATA Dear Ms. Jenkins:

Tariff Revision Filing - Legacy Long Distance International, Inc.

Enclosed for filing please find a PDF version of a replacement tariff submitted on behalf of Legacy Long Distance International, Inc. This tariff, P.U.C.O. Tariff No. 2 filed by Legacy Long Distance International, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1. The Company requests that this filing become effective on April 10, 2008.

The following items are included with this filing:

- 1 Application Form for Detariffing and Related Actions
- 2 Exhibit A - Existing Tariff #1
- Exhibit B Proposed replacement Tariff #2 3
- 4 Exhibit C - Summary of Changes
- Exhibit D Explanation of Compliance 5
- Exhibit E Customer Notice 6
- Exhibit F Customer Notice Affidavit 7

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Ms. Renee Jenkins Public Utilities Commission of Ohio April 10, 2008 Page 2 of 2

If you have any questions regarding this filing please contact me at (407) 740-3001. Thank you for your assistance in this matter.

Sincerely,

Momas M. Forte

Consultant to Legacy Long Distance International, Inc.

**Enclosures** 

TMF/rg

cc: R. Quinto - Legacy

file: Legacy - OH TMS: OHo0802

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

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

in the Matter of the Application of		)	TRF DOCKE	ગ 90	-		TP - IRE
Legacy Long Distance International, Inc.			Case No.	08		392	TP - ATA
To Detariff Certain Tier 2 Services related to the Implementation of Ca	· ·	,	NOTE: Unles	Ť	served	la Case No	o. leave the "Case No"
Name of Registrant(s)	Legacy Long Distance In	nterna	tional, Inc.				
DBA(s) of Registrant(s)							
Address of Registrant(s)	10833 Valley View Stree	t, Suit	e 150, Cypi	ress, CA 90	630		<del></del>
Company Web Address	www.golegacy.com		. ,,				
Regulatory Contact Person(s)	Rafael Quinto		Phone	714-826-0	547	Fax	800-700-1116
Regulatory Contact Person's Email	Address rquinto@goleg	acy.co	<u>om</u>	<u></u>		_	
Contact Person for Annual Report	Curtis Brown		Phone	714-826-0	547	Fax	800-700-1116
Address (if different from above)			_			_	
Consumer Contact Information		_				Phone	800-577-5534
Address (if different from above)							
Part I – Tariffs							
Please indicate the Carrier Ty NOTE: All cases are ATA process of suspend.	•		_	•		_	

Carrier Type	☐ ILEC	☐ CLEC	
Business Tier 2 Services			$\boxtimes$
Residential & Business Toll Services			$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)			

# Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:  • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or  • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I, Thomas M. Forte, am an officer/agent of the applicant corporation, Legacy Long Distance International, Inc. and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) April 10, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751  (Signature and Title) April 10, 2008  Consultant to Legacy Long Distance International, Inc. (Date)
• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
<u>VERIFICATION</u>
I, <u>Thomas M. Forte</u> verify that I have utilized the Telecommunications Application Form for Detariffing and Related Action provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.
*(Signature and Title) (Consultant to Legacy Long Distance International, Inc. (Date) April 10, 2008  *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

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

LEGACY LONG DISTANCE INTERNATIONAL, INC.

# EXHIBIT A EXISTING AFFECTED TARIFF PAGES

# Cancels 4<sup>th</sup> Revised Title Sheet

#### TITLE SHEET

#### P.U.C.O. 1

# Legacy Long Distance International, Inc.

90 - 5894 - CT - TRF

# RESALE AND ALTERNATIVE OPERATOR ASSISTED TELECOMMUNICATIONS SERVICES

Competitive Telecommunications Services	Page Ref.		
Operator Services	26		
Commercial Long Distance	30		
Residential Long Distance	31		
Toll Free Service	32		
Travel Card Service	34		
Hospitality Service	35		
Directory Assistance	37		
Legacy 866-9-T0-Save Program	37.1		
800 Call Plan 1	37.2		
Legacy Instant Access	37.3		

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Legacy Long Distance International, Inc. within the State of Ohio. 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.

Issued: July 6, 2005 Effective: July 7, 2005

Issued by:

Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHo0502

CASE NO.: 05 - -TP-ZTA

#### **CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision		Page	Revision	Page	Revision
Title	5 <sup>th</sup> Rev.		22	Original	38	Original
1	14 <sup>th</sup> Rev.	*	23	Original	39	Original
2	1 <sup>st</sup> Rev.		24	Original	40	Original
3	Original		25	Original		Appendix A
4	Original		26	Original	1	Original
5	Original		27	Original	2	Original
6	Original		28	1 <sup>st</sup> Rev	3	Original
7	Original		29	3 <sup>rd</sup> Rev.	4	Original
8	1 <sup>st</sup> Rev.		30	Original	5	Original
9	Original		31	Original	6	Original
10	Original		32	Original	7	Original
11	Original		33	Original	8	Original
12	Original		34	Original	9	Original
13	Original		35	Original	10	Original
14	Original		36	Original	11	Original
15	Original		37	Original	12	Original
16	Original		37.1	Original	13	Original
17	Original		37.2	2 <sup>nd</sup> Rev.	14	Original
18	Original		37.3	Original	15	Original
19	Original		37.4	Original	16	Original
20	1 <sup>st</sup> Rev.		37.5	Original	17	Original
20.1	Original		37.6	Original	18	Original
20.2	1 <sup>st</sup> Rev.		37.7	Original		
21	Original		37.8	Original	*	

<sup>\* -</sup> indicates those pages includes with this filing

Issued: January 16, 2008

Effective: January 16, 2008

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Section 4 - Miscellaneous Services	
Section 5 - Promotions	
Section 6 - Contract Services	
Appendix A - Telephone Service Requirements Form	(N

Issued: August 6, 2003 Effective: August 6, 2003

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1100 Long Beach, California 90831

#### APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by Legacy Long Distance International, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460

Long Beach, California 90831-1000

#### **SYMBOLS**

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

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (L) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) To signify a correction or reissued matter.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### TARIFF FORMAT

- **A.** Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the PUCO. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence There are seven 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).J.
- **D.** Check Sheets When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Legacy designated switching center or point of presence.

**Authorized User -** A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

Commission - The Public Utilities Commission of Ohio.

Company or Carrier - Legacy Long Distance International, Inc. unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Dedicated Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**LEC** - Local Exchange Company.

Legacy - Used throughout this tariff to refer to Legacy Long Distance International, Inc.

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# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

**PUCO** - Public Utilities Commission of Ohio

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### **SECTION 2 - RULES AND REGULATIONS**

# 2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Legacy for telecommunications between points within the State of Ohio.

Company may, from time to time, offer various enhanced services and information services within the State of Ohio. Such services will be provided pursuant to contract to be presented for review and approval by the PUCO and will not be governed by this tariff.

Company may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications carriers, for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the PUCO, and Section 3 of this Tariff will not apply thereto.

2.2.2 The Company concurs in the Telephone Service Requirements Form (Appendix A of this tariff) created and amended pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI. The requirements in the Telephone Service Requirements Form and this section of the tariff may, from time to time, not be in agreement. In instances where this is the case, the language in the Telephone Service Requirements Form will prevail.

Effective: August 6, 2003

Issued by:

Issued: August 6, 2003

Mr. Curtis Brown, President One World Trade Center, Suite 1100 Long Beach, California 90831

OHo0301

(N)

CASE NO.: 03 -\_\_\_-CT-ZTA

#### 2.2 Use of Services

- 2.2.1 Legacy's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Legacy's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Legacy's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Legacy's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Legacy does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

# 2.2 Use of Services (Cont'd.)

- **2.2.6** Legacy's service may be denied for the following reasons:
  - (A) Following ten days notice, for nonpayment of any sum due Legacy for more than thirty days after issuance of the bill,
  - **(B)** For violation of any provision of this tariff,
  - (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Legacy's services, or
  - (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its services.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

# 2.3 Liability of the Company

- 2.3.1 Legacy shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Legacy's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2 Legacy shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by Legacy.
- 2.3.3 Legacy is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by Legacy.
- 2.3.4 Legacy shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

Issued: October 22, 1999 Effective: November 21, 1999

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Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

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# 2.3 Liability of the Company, (Cont'd.)

- 2.3.5 Legacy shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Legacy which is not the direct result of Legacy's negligence.
- 2.3.6 Legacy shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460

Long Beach, California 90831-1000 OHi9901

# 2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.4.3 If required for the provision of Legacy's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Legacy.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Legacy and the Subscriber when required for Legacy personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Legacy's services.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

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OHi9901

# 2.4 Responsibilities of the Subscriber (Cont'd.)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Legacy facilities or services, that the signals emitted into Legacy network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Legacy will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy equipment, personnel, or the quality of service to other Subscribers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notice, terminate the Subscriber's service.

- **2.4.6** The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Legacy equipment installed at Subscriber's premises.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

# 2.5 Responsibilities of the Customer

- 2.5.1 The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a Subscriber.
- 2.5.2 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.3 The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.5.4 The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

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# 2.6 Cancellation or Interruption of Services

- 2.6.1 Without incurring liability Legacy may, after providing ten (10) days notice of discontinuance of service to a Subscriber, discontinue service or withhold the provision of ordered or contracted services:
  - (A) For nonpayment of any sum due Legacy for more than thirty days after issuance of the bill,
  - **(B)** For violation of any of the provisions of this tariff,
  - (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Legacy's services, or
  - (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its services.
- 2.6.2 Without incurring liability, Legacy may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Legacy's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.3 Service may be discontinued by Legacy by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Legacy deems it necessary to take such action to prevent unlawful use of its service. Legacy will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

(N)

(N)

# **SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

- 2.6 Cancellation or Interruption of Services, (Cont=d.)
  - **2.6.4** All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

Issued: August 23, 2001 Effective: August 24, 2001

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831

CASE NO.: 01 -2187-CT-ZTA

#### 2.7 Validation of Credit

Legacy reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

# 2.8 Billing Entity Conditions

When billing functions on behalf of Legacy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: October 22, 1999

Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### 2.9 Payment and Credit Regulations

# 2.9.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

#### 2.9 Payment and Credit Regulations, (Cont'd.)

#### 2.9.1 Payment Arrangements, (cont'd.)

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

#### 2.9.2 Deposits

No deposits are required.

# 2.9.3 Advance Payments

No advance payment is required.

#### 2.9.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax and State Sales Tax. Such taxes will be itemized separately on Customer invoices or bill detail reports.

2.9.5 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

(N)

(N)

Issued: August 23, 2001

Effective: August 24, 2001

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831

CASE NO.: 01 -2187-CT-ZTA

(N)

(N)

# **SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

# 2.10 Toll Blocking

Legacy Long Distance International, Inc. may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, Legacy Long Distance International, Inc. may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) Legacy Long Distance International, Inc., exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) Legacy Long Distance International, Inc. attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

Issued: August 23, 2001 Effective: August 24, 2001

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831

CASE NO.: 01 -2187-CT-ZTA

#### 2.10 Toll Blocking, (Cont'd.)

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Legacy Long Distance International, Inc. as his or her 1+ carrier of choice, Legacy Long Distance International, Inc. may, subject to the PUCO's tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but Legacy Long Distance International, Inc., may negotiate a lower deposit.

**(T)** 

 $(\mathbf{T})$ 

Legacy Long Distance International, Inc. may furnish credit information, acquired from Legacy Long Distance International, Inc.'s own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Legacy Long Distance International, Inc. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to Legacy Long Distance International, Inc., Legacy Long Distance International, Inc. will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

Issued: January 29, 2002 Effective: January 30, 2002

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831

# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

# 3.1 General

Legacy provides direct dialed one plus and toll free inbound services for communications originating and terminating within the State of Ohio under terms of this tariff.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460

Long Beach, California 90831-1000

# 3.2 Timing of Calls

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- **3.2.4** The company will not bill for incomplete calls.

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### 3.3 Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

- 3.3.1 Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.
- 3.3.2 Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

#### 3.4 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. Legacy will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

#### 3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1: Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- **Step 3:** Square the differences obtained in Step 2.
- **Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula =

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

# 3.6 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### 3.7 Operator Services

#### 3.7.1 Determination of Charges

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

#### 3.7.2 Classes of Services

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460

Long Beach, California 90831-1000 OHi9901

# 3.7 Operator Services, (Cont'd.)

#### 3.7.3 Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

# 3.7 Operator Services, (Cont'd.)

# 3.7.4 Rate Schedules - Per Minute Charges

# **INTRASTATE**

# (A) All Operator Service Calls

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

	D	ay	Eve	ning	Night/Weekend		
Mileage Band	Each 1 <sup>st</sup> Add'l. Minute Minute		1 <sup>st</sup> Minute	Each Add'l. Minute	Each 1 <sup>st</sup> Add'l. Minute Minute		
Dailu	Minute	Millute	TVIIII UIE	Millute	Millute	Minute	
All	\$0.4500 (I)	\$0.4500 (I)	\$0.4500 (I)	\$0.4500 (I)	\$0.4500 (I)	\$0.4500 (I)	

Issued: May 25, 2007 Effective: May 26, 2007

Issued by:

Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHi0701

CASE NO.: 07 -\_\_\_\_--TP-ZTA

## 3.7 Operator Services, (Cont'd.)

## 3.7.5 Per Call Service Charges

**INTRASTATE** 

Per Call Service Charges:

	Customer	Operator
	<u>Dialed</u>	<u>Assisted</u>
Calling / Credit Card		
Customer Dialed	\$1.70	N/A
Customer Dialed / Operator Assisted	N/A	\$2.50
Operator Dialed	N/A	\$2.50
Operator Station		
Collect	\$2.75 (I)	\$2.75 (I)
Billed to Third Party	\$2.50	\$2.50
Person to Person	\$4.80	\$4.80

## 3.7.6 Pay Telephone Surcharge

Operator Assisted calls originating from a public payphone will be charged the Pay Telephone Surcharge listed below.

Rate per call

\$0.56

(R)

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Effective: May 26, 2007

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Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHi0701

CASE NO.: 07 - -TP-ZTA

## 3.8 Legacy Commercial Long Distance Service

Legacy Commercial Long Distance Service provides the Customer with the ability to place outbound calling service from their business location. Calls are billed and rated as described in each plan.

#### 3.8.1 Commercial Rate Plan A

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

Monthly Service Charge:

\$1.50

Billing Increments:

Initial Period:

Thirty (30) Second Minimum

Additional Period:

Six (6) Second Increment

#### 3.8.2 Commercial Rate Plan B

Miles	Day	Evening	Night
All	\$0.1490	\$0.1490	\$0.1490

Billing Increments:

Initial Period:

Thirty (30) Second Minimum

Additional Period:

Six (6) Second Increment

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460

Long Beach, California 90831-1000

OHi9901

## 3.9 Legacy Residential Long Distance Service

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residence location. Calls are billed and rated as described in each plan.

#### 3.9.1 Residential Rate Plan A

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

**Billing Increments:** 

Initial Period:

One (1) minute

Additional Period:

One (1) minute

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460

Long Beach, California 90831-1000

## 3.10 Legacy Toll Free Service

Legacy Toll Free Service permits inbound calls to be completed to the customer=s location without charge to the calling party. Calls are billed and rated as described in each plan.

#### 3.10.1 Toll Free Rate Plan A

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Monthly Service Charge:

\$3.00

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

#### 3.10.2 Toll Free Rate Plan B

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Monthly Service Charge:

\$2.50

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460

Long Beach, California 90831-1000

OHi9901

## 3.10 Legacy Toll Free Service, (Cont'd.)

## 3.10.3 Toll Free Rate Plan C

Miles	Day	Evening	Night
All	\$0.1090	\$0.1090	\$0.1090

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

## 3.11 Legacy Travel Card Service

Legacy Travel Card Service allows the Customers to place calls within the State of Ohio while away from home or office. Calls are billed and rated as described in each plan.

#### 3.11.1 Travel Card Rate Plan A

Miles	Day	Evening	Night
All	\$0.1900	\$0.1900	\$0.1900

Surcharge Per Call:

\$0.00

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

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Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### 3.12 Legacy Hospitality Service

Legacy Hospitality Long Distance Service provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed and rated as described in each plan. Hospitality Customers subscribing to Hospitality Rate Plans B, C or D are required to sign a contract with the company that details the terms and conditions of service for these offerings.

#### 3.12.1 Hospitality Rate Plan A

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge:

\$3.50

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

#### 3.12.2 Hospitality Rate Plan B

Miles	Day	Evening	Night
All	\$0.079	\$0.079	\$0.079

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

## 3.12 Legacy Hospitality Service, (Cont'd.)

## 3.12.3 Hospitality Rate Plan C

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

## 3.12.4 Hospitality Rate Plan D

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Billing Increments:

Initial Period:

One (1) minute

Additional Period:

One (1) minute

Issued: October 22, 1999 Effective: November 21, 1999

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

## 3.13 Directory Assistance

Directory Assistance is available to Customers of Legacy's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

Rate Per Call

\$0.75

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Issued by:

Mr. Curtis Brown, President
One World Trade Center, Suite 1460

Long Beach, California 90831-1000

(N)

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 3.14 Legacy 866-9-To-Save Program

The Legacy 866-9-To-Save Program permits Customers to access the Legacy network by dialing the 866-9-To-Save (866-986-7283) access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service.

#### 3.14.1 Rate Plan

Miles	Day	Evening	Night
All	\$0.590	\$0.590	\$0.590

Billing Increments:

Initial Period:

One (1) Minute

Additional Period:

One (1) Minute

#### 3.14.2 Operator Connect Charges

Automated Calling Card:	\$3.00
Collect (Station to Station):	\$3.50
Operator Assisted Card:	\$3.45
Person to Person:	\$9.95

Issued: September 18, 2001 Effective: September 19, 2001

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831

OH0102

CASE NO.: 01 -2442-CT-ZTA

## Cancels 1st Revised Sheet 37.2

## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.15 800 Call Plan 1

800 Call Plan 1 permits Customers to access the Legacy network by dialing an 800 access number to make operator assisted and calling card calls from any location within the state. Calls are billed and rated as described below.

#### 3.15.1 Usage Rates

Miles	Day	Evening	Night
All	\$0.36	\$0.36	\$0.36

Billing Increments:

Initial Period:

One (1) Minute

Additional Period:

One (1) Minute

## 3.15.2 Operator Connect Charges

		<u>Operator</u>
	<b>Automated</b>	<b>Assisted</b>
Calling Card:	\$1.70	\$2.50
Credit Card:	\$1.70	\$2.50
Collect/Third Party:		\$2.50
Person to Person:		\$4.80

Effective: July 7, 2005 Issued: July 6, 2005

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1100 Long Beach, California 90831

OHo0502

(N)

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 3.16 Legacy Instant Access

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("\*88"). Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are not mileage or time-of-day sensitive.

Rate Per Minute:

\$0.89

Rate Per Call:

\$7.99

Issued: October 29, 2003

Effective: October 30, 2003

Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1100 Long Beach, California 90831

OHo0302

CASE NO.: 03 -2191-TP-ZTA

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 3.17 U.S. Interconnection \*00 Pay Telephone Sticker Service

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("\*00"). All calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are not mileage or time-of-day sensitive.

#### 3.17.1 Rates

	Rate Per Minute:	\$1.15
	Per Call Surcharges:	
	Connect - Live Connect - Auto	\$7.50 \$5.99
3.17.2	Other Additional Per Call Charges	
	Non-Subscriber Fee	\$3.50
	Payphone Surcharge	\$0.60

Issued: July 17, 2007 Effective: August 16, 2007

Issued by:

Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHo0702

CASE NO.: 07 -\_\_\_\_-TP-ZTA

## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 3.18 Legacy 877-BES-TCALL

The Legacy 877-BES-TCALL Program permits Customers to access the Legacy network by dialing the 877-BES-TCALL (866-237-8225) access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in one (1) minute increments.

#### 3.18.1 Rate Plan

Miles	Day	Evening	Night
All	\$0.690	\$0.690	\$0.690

#### 3.18.2 Operator Connect Charges

Automated Calling Card:	\$4.99
Collect (Station to Station):	\$5.99
Operator Assisted Card:	\$5.99
Person to Person:	\$9.95
Aggregator Surcharge	\$1.00
Non-Subscriber Fee	\$3.50

Issued: September 13, 2007 Effective: September 14, 2007

Issued by:

Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHo0703

CASE NO.: 07 -\_\_\_-TP-ZTA

## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## **3.19 GTL-4-LESS**

## DAY/EVE/NIGHT/WEEKEND

Miles All	Initial Minute \$4.73	Each Add'l Minute \$1.04
Operator Surcharges	Automated	Operator Assisted
Per Call Surcharge	\$6.50	\$6.50
Automated Calling Card:	\$4.95	
Collect (Station to Station):	\$5.85	
Operator Assisted Card:	\$4.95	
Person to Person:	\$9.99	
3 <sup>rd</sup> Party	\$6.99	

#### 3.20 Premium Choice

## DAY/EVE/NIGHT/WEEKEND

Miles	Initial 5 Minutes	Each Add'l Minute
All	\$0.89	\$0.89
Operator Surcharges	Automated	Operator Assisted
Per Call Surcharge	\$5.50	\$5.50

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Issued by:

Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHo0703

CASE NO.: 07 -\_\_\_-TP-ZTA

#### 3.21 Star 88

(N)

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("\*88"). Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are not mileage or time-of-day sensitive.

Rate Per Minute:

\$0.89

Rate Per Call:

\$7.99

#### 3.22 Star 00

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("\*00"). Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are not mileage or time-of-day sensitive.

Rate Per Minute:	\$1.15
Connect Live	\$7.50
Connect Auto	\$5.99
Non-Subscriber Fee	\$3.50
Payphone Service Charge	\$0.60

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Issued by:

Mr. Curtis Brown, President 10833 Valley View Street, Suite 150 Cypress, California 90630

OHo0703

CASE NO.: 07 - -TP-ZTA

(N)

## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.23 NI Call Plan 8XX

The NI Call Plan 8XX permits Customers to access the Legacy network by dialing the access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in one (1) minute increments.

#### 3.23.1 Rate Plan

Miles	Day	Evening	Night
All	\$0.450	\$0.450	\$0.450

#### 3.23.2 Operator Connect Charges

	<b>Automated</b>	<u>Live</u>
Calling Card:	\$5.81	\$5.81
Credit Card:	\$5.81	\$5.81
Collect:		\$5.81
3 <sup>rd</sup> Party:		\$5.81
Person to Person:		\$7.86

Issued: January 16, 2008

Effective: January 16, 2008

#### **SECTION 4 - MISCELLANEOUS**

#### 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

#### 4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

## 4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 or 5% of the amount of the check, whichever is greater, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### **SECTION 5 - PROMOTIONS**

#### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

#### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

#### **SECTION 6 - CONTRACT SERVICES**

#### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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Issued by:

Mr. Curtis Brown, President One World Trade Center, Suite 1460 Long Beach, California 90831-1000

OHi9901

LEGACY LONG DISTANCE INTERNATIONAL, INC.

# EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This P.U.C.O. Tariff No. 2 issued by Legacy Long Distance International, Inc., cancels and replaces in its entirety, P.U.C.O. Tariff No. 1 issued by Legacy Long Distance International, Inc.

#### TITLE SHEET

#### P.U.C.O. 2

#### Legacy Long Distance International, Inc.

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

#### www.golegacy.com

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Legacy Long Distance International, Inc. within the State of Ohio. 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.

Issued: April 10, 2008 Effective: April 10, 2008

#### **CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision		Page	Revision		Page	Revision
Title	Original	*	24	Original	*	_	
1	Original	*	25	Original	*		
2	Original	*	26	Original	*		
3	Original	*	27	Original	*		
4	Original	*	28	Original	*		
5	Original	*	29	Original	*		
6	Original	*	30	Original	*		
7	Original	*	31	Original	*		
8	Original	*	32	Original	*		
9	Original	*	33	Original	*		
10	Original	*	34	Original	*		
11	Original	*	35	Original	*		
12	Original	*	36	Original	*		
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					

<sup>\* -</sup> indicates those pages includes with this filing

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#### APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

#### www.golegacy.com

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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#### **SYMBOLS**

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

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (L) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) To signify a correction or reissued matter.

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#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the PUCO. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- **C. Paragraph Numbering Sequence** There are seven 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.
- D. Check Sheets When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Legacy designated switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

Commission - The Public Utilities Commission of Ohio.

Company or Carrier - Legacy Long Distance International, Inc. unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Dedicated Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**LEC** - Local Exchange Company.

Legacy - Used throughout this tariff to refer to Legacy Long Distance International, Inc.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

PUCO - Public Utilities Commission of Ohio

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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#### **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Legacy for telecommunications between points within the State of Ohio.

Company may, from time to time, offer various enhanced services and information services within the State of Ohio. Such services will be provided pursuant to contract to be presented for review and approval by the PUCO and will not be governed by this tariff.

Company may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications carriers, for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the PUCO, and Section 3 of this Tariff will not apply thereto.

2.2.2 The Company concurs in the Telephone Service Requirements Form (Appendix A of this tariff) created and amended pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI. The requirements in the Telephone Service Requirements Form and this section of the tariff may, from time to time, not be in agreement. In instances where this is the case, the language in the Telephone Service Requirements Form will prevail.

#### 2.2 Use of Services

- 2.2.1 Legacy's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Legacy's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Legacy's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Legacy's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Legacy does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

#### 2.2 Use of Services (Cont'd.)

- **2.2.6** Legacy's service may be denied for the following reasons:
  - (A) Following ten days notice, for nonpayment of any sum due Legacy for more than thirty days after issuance of the bill,
  - **(B)** For violation of any provision of this tariff,
  - (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Legacy's services, or
  - (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its services.

## 2.3 Liability of the Company

- 2.3.1 Legacy shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Legacy's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2 Legacy shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by Legacy.
- 2.3.3 Legacy is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by Legacy.
- 2.3.4 Legacy shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

#### 2.3 Liability of the Company, (Cont'd.)

- 2.3.5 Legacy shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Legacy which is not the direct result of Legacy's negligence.
- 2.3.6 Legacy shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.7 Inclusion of early termination liability by the Company in its pricing guide or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

#### 2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.4.3 If required for the provision of Legacy's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Legacy.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Legacy and the Subscriber when required for Legacy personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Legacy's services.

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#### 2.4 Responsibilities of the Subscriber (Cont'd.)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Legacy facilities or services, that the signals emitted into Legacy network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Legacy will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy equipment, personnel, or the quality of service to other Subscribers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notice, terminate the Subscriber's service.

- 2.4.6 The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, users, or others.
- **2.4.7** The Subscriber must pay for the loss through theft of any Legacy equipment installed at Subscriber's premises.

## 2.5 Responsibilities of the Customer

- 2.5.1 The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a Subscriber.
- 2.5.2 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.3 The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.5.4 The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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### 2.6 Cancellation or Interruption of Services

- 2.6.1 Without incurring liability Legacy may, after providing ten (10) days notice of discontinuance of service to a Subscriber, discontinue service or withhold the provision of ordered or contracted services:
  - (A) For nonpayment of any sum due Legacy for more than thirty days after issuance of the bill.
  - **(B)** For violation of any of the provisions of this tariff,
  - (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Legacy's services, or
  - (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its services.
- 2.6.2 Without incurring liability, Legacy may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Legacy's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.3 Service may be discontinued by Legacy by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Legacy deems it necessary to take such action to prevent unlawful use of its service. Legacy will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

#### 2.6 Cancellation or Interruption of Services, (Cont'd.)

2.6.4 All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

### 2.7 Validation of Credit

Legacy reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

## 2.8 Billing Entity Conditions

When billing functions on behalf of Legacy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

#### 2.9 Payment and Credit Regulations

### 2.9.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

## 2.9 Payment and Credit Regulations, (Cont'd.)

### 2.9.1 Payment Arrangements, (cont'd.)

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

## 2.9.2 Deposits

No deposits are required.

### 2.9.3 Advance Payments

No advance payment is required.

2.9.4 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## 2.9 Payment and Credit Regulations, (Cont'd.)

2.9.5 If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department Public Utility Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793 Toll Free Telephone: 800-686-7826

TOIl Free Telephone: 800-686-7826 TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:30 PM (EST) weekdays or at www.PUCO.ohio.gov

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org

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## 2.10 Toll Blocking

Legacy Long Distance International, Inc. may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, Legacy Long Distance International, Inc. may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) Legacy Long Distance International, Inc., exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) Legacy Long Distance International, Inc. attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

### 2.10 Toll Blocking, (Cont'd.)

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Legacy Long Distance International, Inc. as his or her 1+ carrier of choice, Legacy Long Distance International, Inc. may, subject to the PUCO's tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but Legacy Long Distance International, Inc., may negotiate a lower deposit.

Legacy Long Distance International, Inc. may furnish credit information, acquired from Legacy Long Distance International, Inc.'s own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Legacy Long Distance International, Inc. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to Legacy Long Distance International, Inc., Legacy Long Distance International, Inc. will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

## **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### 3.1 General

Legacy provides direct dialed one plus and toll free inbound services for communications originating and terminating within the State of Ohio under terms of this tariff.

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## 3.2 Timing of Calls

- **3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- **3.2.4** The company will not bill for incomplete calls.

#### 3.3 Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

- 3.3.1 Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.
- 3.3.2 Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

### 3.4 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. Legacy will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

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#### 3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1: Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- **Step 3:** Square the differences obtained in Step 2.
- **Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula =

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

## 3.6 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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## 3.7 Operator Services

## 3.7.1 Determination of Charges

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

#### 3.7.2 Classes of Services

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

## 3.7 Operator Services, (Cont'd.)

### 3.7.3 Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

## 3.7 Operator Services, (Cont'd.)

## 3.7.4 Rate Schedules - Per Minute Charges

## **INTRASTATE**

### (A) All Operator Service Calls

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

	Day		Evening		Night/Weekend	
Mileage	1 <sup>st</sup>	Each Add'l.	1 <sup>st</sup>	Each Add'l.	1 <sup>st</sup>	Each Add'l.
Band	Minute	Minute	Minute	Minute	Minute	Minute
All	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500

# 3.7 Operator Services, (Cont'd.)

## 3.7.5 Per Call Service Charges

**INTRASTATE** 

Per Call Service Charges:

	Customer	Operator
	<u>Dialed</u>	<u>Assisted</u>
Calling / Credit Card		
Customer Dialed	\$1.70	N/A
Customer Dialed / Operator Assisted	N/A	\$2.50
Operator Dialed	N/A	\$2.50
Operator Station		
Collect	\$2.75	\$2.75
Billed to Third Party	\$2.50	\$2.50
Person to Person	\$4.80	\$4.80

## 3.8 Directory Assistance

Directory Assistance is available to Customers of Legacy's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

Rate Per Call

\$0.75

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### 3.9 Legacy 866-9-To-Save Program

The Legacy 866-9-To-Save Program permits Customers to access the Legacy network by dialing the 866-9-To-Save (866-986-7283) access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service.

#### 3.9.1 Rate Plan

Miles	Day	Evening	Night
All	\$0.590	\$0.590	\$0.590

Billing Increments:

Initial Period:

One (1) Minute

Additional Period:

One (1) Minute

### 3.9.2 Operator Connect Charges

Automated Calling Card: \$3.00
Collect (Station to Station): \$3.50
Operator Assisted Card: \$3.45

Person to Person: \$9.95

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#### 3.10 800 Call Plan 1

800 Call Plan 1 permits Customers to access the Legacy network by dialing an 800 access number to make operator assisted and calling card calls from any location within the state. Calls are billed and rated as described below.

## 3.10.1 Usage Rates

Miles	Day	Evening	Night
All	\$0.36	\$0.36	\$0.36

Billing Increments:

Initial Period:

One (1) Minute

Additional Period:

One (1) Minute

### 3.10.2 Operator Connect Charges

		<u>Operator</u>
	<u>Automated</u>	<u>Assisted</u>
Calling Card:	\$1.70	\$2.50
Credit Card:	\$1.70	\$2.50
Collect/Third Party:		\$2.50
Person to Person:		\$4.80

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#### **SECTION 4 - MISCELLANEOUS**

#### 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

### 4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

## 4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 or 5% of the amount of the check, whichever is greater, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

#### **SECTION 5 - PROMOTIONS**

#### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

Issued: April 10, 2008 Effective: April 10, 2008

# EXHIBIT C

SUMMARY OF CHANGES

# Exhibit C

# Legacy Long Distance International, Inc.

# Narrative of Tariff Changes

P.U.C.O. Tariff No. 2 replaces P.U.C.O. Tariff No. 1 in its entirety. The following pages have been deleted in P.U.C.O. Tariff No. 2 and are being posted on the Company's web site of <a href="https://www.golegacy.com">www.golegacy.com</a>.

Section	Pages affected	Changes
Title	Title	Adds paragraph regarding terms and conditions, references rules and website of company
		for rates
	3	Adds paragraph regarding terms and conditions, references rules and website of company
		for rates
2	12	Adds language to Limitations on Liability to read that the early termination does not
		constitute a determination by the Commission
2	20	Removes tax languages and adds PUC contact information
3	29	Removes Payphone surcharge
3	30	Removes Legacy Commercial Long Distance Services
3	31	Removes Legacy Residential Long Distance Services
3	32-33	Removes Legacy Toll Free Service
3	34	Removes Legacy Travel Card Service
3	35-36	Removes Legacy Hospitality Service
3	37.3	Removes Legacy Instant Access
3	37.4	Removes U.S. Interconnection *00 Pay Telephone Sticker Service
3	37.5	Removes Legacy 877-BES-TCALL
3	37.6	Removes GTL-4-LESS and Premium Choice
3	37.7	Removes Star 88 and Star 00
3	37.8	Removes NI Call Plan 8XX
6	40	Removes Contract Services

### **EXHIBIT D**

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

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

Rates, terms and conditions for Legacy Long Distance International, Inc. can be located on the Company's website <a href="www.golegacy.com">www.golegacy.com</a>. Copies may also be obtained at the Company's main office at 10833 Valley View Street, Suite 150, Cypress, CA 90630.

# **EXHIBIT** E

# CUSTOMER NOTICE

There is no customer notice for this filing as Legacy Long Distance International, Inc. does not presubscribed customers within the state of Ohio.

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

#### **CUSTOMER NOTICE AFFIDAVIT**

STATE OF:

**CALIFORNIA** 

PARISH OF:

**ORANGE** 

## **AFFIDAVIT**

I, Curtis A. Brown, am the President of Legacy Long Distance International, Inc., and am authorized to make this statement on its behalf. I attest that no Customer Notice was required of Legacy Long Distance International, Inc. because the Company has no presubscribed customers within the state and only offers Alternative Operator Services. Therefore, the Company will be removing all relevant presubscribed services from its tariff. I declare under penalty of perjury that the foregoing is true and correct.

Executed on MARCH 31, 200	& Cypress, CA
(Date) (Location)	
/s/	
	(Name and title) (Date)
Subscribed and sworn to before me this	MARCH 31 2008 (Date)
	AAA
state of California, County of <u>ONANBE</u> subscribed and sworn to (or affirmed) before me	My Commission Expires: JAW 31, 2010
on this 3) day of MARCH . 2008.  The consulty known to me or proved to me on the lasts of satisfactory evidence to be the person(s) who appeared before me.	
tho appeared before me.	
	ALBERT CALDERA

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

4/10/2008 10:03:15 AM

in

Case No(s). 08-0392-TP-ATA

Summary: Application Detariffing application electronically filed by Ms. Rebecca A Gillette on behalf of Legacy Long Distance International, Inc.