



July 8, 2008
Via E- Filing

Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

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: Case No. 08-352-TP-ATA - Amended Application to Detariff Certain Tier 2 Services and to Make Other Changes related to the Implementation of Case No. 06-1345-TP-ORD for Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV. 90-9030-TP-TRF

Dear Ms. Jenkins:

In compliance with Case No. 06-1345-TP-ORD, and pursuant to changes requested by Staff, enclosed for filing please find the Amended Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of Case No. 06-1345-TP-ORD, submitted on behalf of Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV. This amended filing incorporates changes suggested by Ms. Scarberry. The following amended tariff pages are included:

Original Title Page	Corrects TRF Number to 90-9030-TP-TRF;
Original Page 11	Adds additional text regarding the Customer's "Rights and Responsibilities";
Original Page 23	Incorporated text changes;
Original Page 26	Moved text to fit on same page;
Original Page 66	Added Calling Features originally included;
Original Page 86	Added Calling Features originally included;
Original Page 87	Added Calling Features originally included;
Original Page 88	Added Calling Features originally included;
Original Page 91	Removed Call Blocking, Caller ID with Name, Call Forwarding, Call Return, Repeat Dialing and Three Way Calling;
Original Page 93	Moved text to fit on same page;
Original Page 94	Changed per minute rate from \$0.54 to \$0.36.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at stthomas@tminc.com.

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 provided for this purpose.

July 8, 2008
Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
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Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Thomas". The signature is fluid and cursive, with the first name "Sharon" and the last name "Thomas" clearly distinguishable.

Sharon Thomas
Consultant to Talk America Inc.

ST/m.

Enclosures

cc: Office of Ohio Utilities Consumer Counsel
M. Ring, Talk America, Inc.
File: Talk America – OH Local
TMS: OHL0805A

This Tariff PUCO Tariff No. 4, Issued by Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV Cancels and Replaces in their Entireties PUCO Tariff No. 1 and PUCO Tariff No. 2.

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL AND LONG DISTANCE SERVICES
IN THE STATE OF OHIO

BY

TALK AMERICA INC.

d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

90-9030-TP-TRF

This Tariff describes the Company's Regulated Local and Long Distance 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.cavtel.com.

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03). These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.1.2 Shortage of Equipment or Facilities

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

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month. Applicants for residential local service shall be advised of the option of deferred payment arrangements.
- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company will promptly refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest. Deposits held for less than 180 days will not accrue interest.
- E. In addition to refund of deposit after discontinuance of service, the Customer's deposit shall be returned after 12 consecutive months of payment without having had service discontinued for non payment and without having had more than two occasions on which the bill was not paid by the due date.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause, (Cont'd.)

- B. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

The Company will comply with the disconnection requirements pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A through 2.6.5.C will be calculated and applied on a case-by-case basis.

Issued: April 9, 2008

Effective:

April 9, 2008

By: Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Richmond, Virginia 23227

Case No. 08-352-TP-ATA
OHL0805

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.26 Simple Savings Plan*

- A. The Simple Savings Plan is a flexible package-based bundled calling plan available only to residential Customers and includes the following:

- Unlimited Local Voice Calling.

The usage restriction set forth in Section 5.1.1 apply to this plan.

- B. Feature Packages

Customers who subscribe to the Simple Savings Plan may select from optional calling feature pricing packages, as described below:

1. Individual Feature Pricing

Customers who select this option may purchase each calling feature individually. Features are subject to availability in the Customer’s calling area.

2. Standard Feature Package

The Standard Feature Package provides seven (7) specific calling features for a flat monthly recurring charge per line. The Customer may purchase additional calling features separately.

Regulated Features included in the Standard Feature package (subject to availability in the Customer’s area) are listed below:

Caller ID	Call Waiting
Call Return	Three Way Calling
Repeat Dialing	

***As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.45 Flex Basic Plan

- A. The Flex Basic Plan is available to On-Net residential Customers only and includes the following:

- Unlimited Local Voice Calling*; and
- Twelve Custom Calling or CLASS features, excluding the Custom Calling features that are priced on a per call basis. Regulated Features included in the Flex Basic Plan (subject to availability in the Customer’s area) are listed below:

Caller ID (with name)	Call Waiting
Call Forwarding	Remote Call Forwarding
Call Blocking	3-Way Calling
Last Call Connect	Repeat Dialing (*66)
	Anonymous Call Rejection

The following features will be available upon request at no additional charge:

Ring no Answer Call Forward	Custom Toll Restriction
Busy Call Forward	Call Block
Call Forward Remote Access	Distinctive Ring I
3-Way Calling with Call Transfer	Distinctive Ring II
Call Return Block	Ringmaster I
	Ringmaster II

- C. Additional Lines

For additional lines, Customers have the option of either choosing another bundle-based Flex Basic Plan line or Unlimited Basic Plan line or adding a featureless Basic additional line.

- D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

*Subject to the usage restrictions set forth in Section 5.1.1. The Company reserves the right to move a Customer on this plan to an alternative plan if the Company determines that the Customer's usage on this plan does not resemble typical residential usage.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.46 Unlimited Basic Plan

- A. The Unlimited Basic Plan is available to On-Net residential Customers only and includes the following:

- Unlimited Local Voice Calling*; and
- Twelve Custom Calling or CLASS features, excluding the Custom Calling features that are priced on a per call basis. Regulated Features included in the Flex Basic Plan (subject to availability in the Customer's area) are listed below:

Caller ID (with name)	Call Waiting
Call Forwarding	Remote Call Forwarding
Call Blocking	3-Way Calling
Last Call Connect	Repeat Dialing (*66)
	Anonymous Call Rejection

The following features will be available upon request at no additional charge:

Ring no Answer Call Forward	Custom Toll Restriction
Busy Call Forward	Call Block
Call Forward Remote Access	Distinctive Ring I
3-Way Calling with Call Transfer	Distinctive Ring II
Call Return Block	Ringmaster I
	Ringmaster II

Privacy Director/Manager is available at an additional charge:

- C. Additional Lines

For additional lines, Customers have the option of either choosing another bundle-based Unlimited Basic line or Flex Basic Plan line or adding a featureless Basic additional line.

- D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

*Subject to the usage restrictions set forth in Section 5.1.1. The Company reserves the right to move a Customer on this plan to an alternative plan if the Company determines that the Customer's usage on this plan does not resemble typical residential usage.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.47 C2 Bundle

- A. The C2 Bundle is available to On-Net Residential Customers only and includes the following:

- Unlimited Local Voice Calling;
- Twelve Custom Calling or CLASS features, excluding the Custom Calling features that are priced on a per call basis. Regulated Features included in the C2 Bundle (subject to availability in the Customer’s area) are listed below:

Call Waiting	Remote Call Forwarding
Anonymous Call Rejection	Caller ID With Name
Call Blocking	Return Call (*69)
Call Forward	Repeat Dialing (*66)
	3-Way Calling

- C. Additional Lines

For additional lines, Customers have the option of either choosing another bundle-based Unlimited Basic line or Flex Basic Plan line or adding a featureless Basic additional line.

- D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates and Charges

A. Nonrecurring Charges as specified in Section 4.1 apply.

B. Monthly Recurring Charges

a.	Residential Customers	<u>Maximum</u>	<u>Current</u>
	Call Blocking	-	N/A
	Caller ID	\$11.50	\$6.00
	Caller ID With Name	-	\$7.95
	Call Forwarding	-	\$4.00
	Call Return	-	\$4.00
	Per Line Number Blocking	\$1.00	\$0.50
	Repeat Dialing	-	\$4.00
	Three Way Calling	-	\$4.00
2.	Business Customers	<u>Maximum</u>	<u>Current</u>
	Caller ID	\$11.50	\$7.00
	Per Line Number Blocking	\$1.00	\$1.00

SECTION 7 – MISCELLANEOUS SERVICES

7.1 Local Operator Services

Local Operator Services are offered to Customers. Local Operator Services allow Customer to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 7.1.1 Local Operator services may be used by the presubscribed Customer to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 7.1.2 Charges for Local Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided. A third component, the Local Operator Assisted 0- Surcharge, applies to calls for which the Customer/Consumer has the capability of dialing the destination number but elects to have the Company operator dial the number instead.
- 7.1.3 The usage-sensitive portion of the charge for a Local Operator Assisted Call is set forth in Section 7.1.9 below.
- 7.1.4 The fixed service charge portion of the charge for a Local Operator Assisted Call is set forth in Sections 7.1.8 below.
- 7.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by a third party.:
- 7.1.6 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, Calling Cards or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 7.1.7 The Customer is responsible for payment of the Company's charges for all calls placed from the Customer's Premise except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service Customer is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

Issued:	April 9, 2008	Effective:	April 9, 2008
By:	Francie McComb, Senior Vice President – Law & Public Affairs 2134 W. Laburnum Richmond, Virginia 23227	Case No. 08-352-TP-ATA	OHL0805

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.1 Local Operator Services, (Cont'd.)

7.1.8 Per Minute Usage Rates

Rates are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

	<u>Maximum</u>	<u>Current</u>
Per Minute Usage Rate	\$0.36	\$0.36

7.1.9 Per Call Service Charges

The following Per Call Service Charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

	<u>Maximum</u>	<u>Current</u>
Customer Dialed Calling Card Station		
Customer Dialed/Automated	\$3.40	\$1.70
Customer Dialed/Operator Assisted	\$5.00	\$2.50
Operator Station		
Collect	\$5.00	\$2.95
Third Party Billed	\$5.00	\$2.95
Other	\$5.00	\$2.95
Person to Person	\$9.60	\$4.80
Operator Dialed Calling Card	\$5.00	\$2.50

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 08-0352-TP-ATA

Summary: Amended Application to Detariff Certain Tier 2 Services and to Make Other Changes related to the Implementation of Case No. 06-1345-TP-ORD. electronically filed by Ms. Iris D. Mennens on behalf of Talk America Inc.