



September 14, 2011  
Via Electronic Delivery

Ms. Renee' Jenkins, Commission Secretary  
Ohio Public Utilities Commission  
180 East Broad Street  
Columbus, OH 43215

RE: Working Assets Funding Service, Inc. detariffing of P.U.C.O Tariff No. 2  
Case No. 10-1010-TP-ORD

Dear Ms. Jenkins:

Enclosed for filing please find the original Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Working Assets Funding Service, Inc. The Company respectfully requests to withdraw P.U.C.O. Tariff No. 2 in its entirety. The remaining items in the tariff are being detariffed in the attached application. The detariffed services have been removed from P.U.C.O Tariff No. 2 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's web site of [www.workingassets.com](http://www.workingassets.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 that purpose.

Questions regarding this filing should be directed to my attention at 407-740-3001 or via email to [tforte@tmnc.com](mailto:tforte@tmnc.com). Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte  
Consultant to Working Assets Funding Service, Inc.

cc: Jean Parker – Working Assets  
file: Working Assets - Ohio - IXC  
tms: OH1101

Enclosures  
TF/mp

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
**(Effective: 01/20/2011 through 05/20/2011)**

In the Matter of the Application of Working Assets Funding )  
Service, Inc. to Detariff Services and make other changes )  
related to the Implementation of Case No. 10-1010-TP-ORD )

TRF Docket No. 90-\_\_\_\_

Case No. 11 - 5106 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Working Assets Funding Service, Inc.

DBA(s) of Registrant(s) d/b/a Credo Long Distance

Address of Registrant(s) 101 Market Street, Suite 700, San Francisco, CA 94105

Company Web Address www.workingassets.com

Regulatory Contact Person(s) Jean Parker

Phone (415) 369-2084

Fax (415) 371-1048

Regulatory Contact Person's Email Address jparker@wafs.com

Contact Person for Annual Report Jean Parker

Phone (415) 369-2084

Address (if different from above) \_\_\_\_\_

Consumer Contact Information \_\_\_\_\_

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

| <b>Carrier Type</b>                                                                                                                                        | <input type="checkbox"/> ILEC | <input type="checkbox"/> CLEC | <input checked="" type="checkbox"/> CTS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|-----------------------------------------|
| Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services | <input type="checkbox"/>      | <input type="checkbox"/>      | <input type="checkbox"/>                |
| Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)                                                                               | <input type="checkbox"/>      | <input type="checkbox"/>      | <input checked="" type="checkbox"/>     |

**Part II – Exhibits**

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

| Included                            | Identified As: | Description of Required Exhibit:                                                                                                                   |
|-------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Exhibit A      | The existing affected tariff pages.                                                                                                                |
| <input checked="" type="checkbox"/> | Exhibit B      | The proposed revised tariff pages.                                                                                                                 |
| <input checked="" type="checkbox"/> | Exhibit C      | Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application. |
| <input checked="" type="checkbox"/> | Exhibit D      | One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07                                                      |
| <input checked="" type="checkbox"/> | Exhibit E      | Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.                                                              |

**Part III. – Attestation**

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

**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Working Assets Funding Service, Inc.

, and am authorized to make this statement on its behalf.

(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) 9/7/11

at (Location) San Francisco, CA

\*(Signature and Title) Jean Parker, Legal Director

(Date) 9/7/11

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Jean Parker

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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) Jean Parker, Legal Director

(Date) 9/7/11

*\*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***

**Working Assets Funding Service, Inc.**

**Exhibit A**

**Existing Affected Tariff Pages**

Working Assets Funding Service, Inc.  
d/b/a Credo Long Distance  
Stephen Gunn, Vice President of Operations  
101 Market Street, Suite 700  
San Francisco, CA 94105

P.U.C.O. Tariff No. 2  
Original Page No. 1

Issued: April 1, 2008  
Effective: April 1, 2008

*This tariff, P.U.C.O. Tariff No. 2, issued by  
Working Assets Funding Service, Inc. d/b/a Credo Long Distance,  
replaces in its entirety P.U.C.O. Tariff No. 1 currently on file with the Commission*

WORKING ASSETS FUNDING SERVICE, INC.  
D/B/A CREDO LONG DISTANCE

REGULATIONS AND SCHEDULE OF CHARGES FOR  
RESALE OF COMPETITIVE INTEREXCHANGE  
TELECOMMUNICATION SERVICES  
WITHIN THE STATE OF OHIO

This tariff describes the terms, conditions and rates applicable to the provision of regulated interexchange telecommunications services provided by Working Assets Funding Service, Inc. d/b/a Credo Long Distance in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Pricing Guide, available online at [credolongdistance.com](http://credolongdistance.com) or by contacting the Company at its principal place of business at 101 Market Street, Suite 700, San Francisco, CA 94105 or by calling 800-788-0898.

Working Assets Funding Service, Inc.  
d/b/a Credo Long Distance  
Stephen Gunn, Vice President of Operations  
101 Market Street, Suite 700  
San Francisco, CA 94105

P.U.C.O. Tariff No. 2  
Original Page No. 2

Issued: April 1, 2008  
Effective: April 1, 2008

### CHECK SHEET

Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). 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.

| <u>PAGE</u> | <u>REVISION</u> |   |
|-------------|-----------------|---|
| 1           | Original        | * |
| 2           | Original        | * |
| 3           | Original        | * |
| 4           | Original        | * |
| 5           | Original        | * |
| 6           | Original        | * |
| 7           | Original        | * |
| 8           | Original        | * |
| 9           | Original        | * |
| 10          | Original        | * |
| 11          | Original        | * |
| 12          | Original        | * |
| 13          | Original        | * |
| 14          | Original        | * |
| 15          | Original        | * |
| 16          | Original        | * |
| 17          | Original        | * |
| 18          | Original        | * |
| 19          | Original        | * |
| 20          | Original        | * |
| 21          | Original        | * |
| 22          | Original        | * |
| 23          | Original        | * |

\*New or revised pages

Working Assets Funding Service, Inc.  
d/b/a Credo Long Distance  
Stephen Gunn, Vice President of Operations  
101 Market Street, Suite 700  
San Francisco, CA 94105

P.U.C.O. Tariff No. 2  
Original Page No. 3

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d/b/a Credo Long Distance  
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CONCURRING, CONNECTING, AND  
OTHER PARTICIPATING CARRIERS  
AND BILLING AGENTS

Concurring Carriers  
None

Connecting Carriers  
None

Other Participating Carriers  
None

Billing Agents  
None

SYMBOLS USED IN THIS TARIFF

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

|   |   |                                                              |
|---|---|--------------------------------------------------------------|
| D | - | Delete Or Discontinue                                        |
| I | - | Change Resulting In An Increase To A Customer's Bill         |
| M | - | Moved To Or From Another Tariff Location                     |
| N | - | New                                                          |
| R | - | Change Resulting In A Reduction To A Customer's Bill         |
| T | - | Change In Text Or Regulation But No Change In Rate Or Charge |



Working Assets Funding Service, Inc.  
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San Francisco, CA 94105

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Original Page No. 5

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#### TARIFF FORMAT

- A. Page Numbering - page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A).1
  - 2.1.1(A).1.(a).
  - 2.1.1(A).1.(a).I
  - 2.1.1(A).1.(a).I.
  - 2.1.1(A).1.(a).I.(1).
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

Working Assets Funding Service, Inc.  
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P.U.C.O. Tariff No. 2  
Original Page No. 6

Issued: April 1, 2008  
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## SECTION 1 – DEFINITIONS AND TERMS

Certain terms used generally throughout this tariff for communications services furnished by the Company over its facilities is defined below.

Automatic Number Identification (ANI): The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

Commercial MTS: Outbound toll services offered by the Company for large volume users.

Commission: Commission refers to the Ohio Public Utilities Commission or any succeeding agency.

Company or Carrier: Working Assets Funding Services, Inc. d/b/a Credo Long Distance.

Customer: The Customer is a person or legal entity, which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Day: From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Company-specified holidays.

Direct-Dial(ed): Describes a call dialed from a telephone number, whose long distance and/or local toll is presubscribed to the Company, without operator or automated assistance and not charged to a calling card.

Working Assets Funding Service, Inc.  
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101 Market Street, Suite 700  
San Francisco, CA 94105

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#### SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

**Rate Center:** A geographically specified point used to determine mileage dependent rates.

**Regular Billing:** A standard bill sent in the normal Company Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges.

**Residential Service:** That service where: (1) the average monthly usage is no greater than 1000 minutes, and the total number of lines at the service address is less than 7; or (2) where the service is used predominantly for non-commercial purposes. Working Assets as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber.

**State:** "State" refers to the State of Ohio.

**Subscriber:** The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and thereby assumes responsibility for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

**Toll Free Number:** A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number that terminates at the Customer's requested location.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

Working Assets Funding Service, Inc.  
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101 Market Street, Suite 700  
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## SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

**End User:** End User is the person or legal entity that uses the service provided by the Company.

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**Evening:** From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Company-specified holidays unless a lower rate would normally apply.

**FCC:** Federal Communications Commission

**Holidays:** All Company-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

\* Applies to Federally observed day only.

# When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

**LEC:** Local Exchange Carrier

**Local Toll:** Calls to destinations outside the Subscriber's local calling area but within the LATA in which the call originates.

Working Assets Funding Service, Inc.  
d/b/a Credo Long Distance  
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San Francisco, CA 94105

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#### SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Local Distribution Area: A geographically contiguous area surrounding the Carrier's serving switch location

Long Distance: Calls to destinations outside the LATA in which the Subscriber originates the call.

Night/Weekend: From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours: The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Other Common Carrier (OCC): A specialized or other type of common carrier authorized to provide domestic or international communications service

Personal Identification Number: Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or any service requiring a PIN for the purpose of accessing Service.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Presubscribed Carrier: That carrier to whom the Subscriber's local toll and/or long distance call are automatically routed by the LEC.

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Original Page No. 10

Issued: April 1, 2008  
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## SECTION 2 – GENERAL REGULATIONS

### 2.1 Application Of Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Services, Inc. d/b/a Credo Long Distance, with principal offices at 101 Market Street, Suite 700, San Francisco, CA 94105.
- 2.1.2 This Tariff applies to services furnished statewide within the state of Ohio. This Tariff is on file with the Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.
- 2.1.3 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.4 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.5 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.2 Timing of Calls

- 2.2.1 The subscriber's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up. Residential usage charges are rounded to the next full minute. Commercial usage charges are rounded to the next six seconds.

2.3 Calculation of Distance

- 2.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

The formula for distance calculations is:

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

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.4 Undertaking Of The Company

- 2.4.1 The Company's services are furnished for communications originating at equal access points within the State of Ohio served by one or more of the certificated long distance carriers that carry the Company's long distance traffic.
- 2.4.2 The Company neither owns nor operates any long distance facility within the State of Ohio but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Company may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Company's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Company, and shall be considered a subscriber of the Company and not of any other long distance carrier.
- 2.4.3 Request for service under this Tariff shall authorize the Company to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history subject to the limitations pursuant to Chapter 4901:1-5 of the Ohio Administrative Code (OAC), and to refuse further service due to the late payment or non-payment by the subscriber.
- 2.4.4 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 have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code.



Working Assets Funding Service, Inc.  
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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.5 Limitations

- 2.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff.
- 2.5.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 2.5.3 No service provided under this Tariff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.
- 2.5.4 The Company neither owns nor operates any long distance facilities but rather resells services provided by other long distance carriers. Service is offered subject to the availability of the Underlying Carriers' facilities and the provisions of this Tariff.
- 2.5.5 The Company reserves the right to block traffic to or from certain countries, cities, or exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. Company may control fraud by refusing to accept calling card, collect calling and/or third number calls that are determined to be invalid by the Company or by the Underlying Carrier.
- 2.5.6 The Company will not be liable for any consequential, incidental or indirect damages for any cause of action for negligence, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.6 Liabilities Of The Company

- 2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Company would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.6.2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's contracted Underlying Carriers' facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Rule No. 2.6.1 above.
- 2.6.3 The Company will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 2.6.4 The Company shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Company's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company.

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Original Page No. 15

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.6 Liabilities Of The Company (Cont'd.)

- 2.6.5 The Company will make reasonable efforts to cure any material failure to provide services caused solely by defects in the Company's and/or its Underlying Carriers' hardware, software or systems. Due to the interdependence among telecommunications companies, especially the dependence of Company processes, equipment and systems, the Company is not responsible for the failure caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premises equipment; (3) the Customer; or (4) Underlying Carriers and vendors. In addition, the Company does not ensure compatibility between Company services and other services used by Customer.

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.7 Temporary Suspension For Repairs

2.7.1 The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Company will give the subscribers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

2.7.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.

2.8 Establishment And Reestablishment Of Credit

2.8.1 The Company reserves the right to examine the credit record and check the references of all applicants or subscribers prior to accepting an order for new or expanded service. An unsatisfactory credit history may result in denial of service subject to the limitations contained in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.9 Restoration Of Service

2.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to the Company.

2.10 Deposits

2.10.1 The Company may collect a deposit pursuant to Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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101 Market Street, Suite 700  
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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.11 Notices

- 2.11.1 Unless otherwise provided by applicable Commission Rules and Orders or by these Rules, any notice from the Company to a subscriber may be given orally to the subscriber or his authorized representative, or by written notice properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the subscriber's place of address.
- 2.11.2 Unless otherwise provided by these Rules, any notice from any subscriber to Company may be given orally to Company by the subscriber, or any authorized representative, or by written notice properly addressed and mailed to Company.

### 2.12 Usage Charges

- 2.12.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges that are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

### 2.13 Billing Date

- 2.13.1 The billing date is dependent on the billing cycle assigned to the subscriber.

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.14 Bill

- 2.14.1 Bills will be received by US Mail or, upon customer request, via the Internet. Bills may be paid by mail or with Company concurrence, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.
- 2.14.2 The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will the Company issue bills less frequently than once every three months.
- 2.14.3 In the event of a billing dispute, all undisputed portions of the bill must be remitted by the date specified on the invoice.
- 2.14.4 Company's bill and billing practices will comport with Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.15 Return Check Fee

A charge as set forth in Section 3, or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

### 2.16 Late Charges

Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge on the delinquent amount. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.17 Cancellation For Cause

2.17.1 The Company will:

- (A) Disconnect for nonpayment pursuant to OAC 4901:1-5.
- (B) Disconnect with notice in cases not involving nonpayment pursuant to OAC 4901:1-5.
- (C) Disconnect without notice in cases not involving nonpayment pursuant to OAC 4901:1-5.
- (D) Reconnect service pursuant to OAC 4901:1-5.and Section 2.18 of this tariff.



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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.18 Reconnection Fee

Customers whose service has been blocked for non-payment are subject to a reconnection fee as set forth in Section 3 for restoration of service.

### 2.19 Subscriber Responsibilities

The Subscriber is responsible for the payment of charges incurred by any use of the service via the telephone number for which the Subscriber has chosen the Company as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber. The Subscriber is responsible for preventing the unauthorized use of such service, and for the payment of charges incurred by any unauthorized use of the service. Also, the Subscriber is responsible for compliance with this Tariff.

### 2.20 Disconnection Of Services

To cancel service with the Company, the Subscriber must call 1-800-788-0898. However, the Subscriber will continue billing with the Company until the Subscriber's LEC ceases sending the Subscriber's calls to the Company. To ensure calls are no longer sent to the Company by the LEC, the Subscriber must: (1) choose another long distance provider by contacting the Company of Subscriber's choice; or (2) cancel long distance service by contacting the Subscriber's LEC.

### 2.21 Minimum Call Completion Rate

A subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).

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## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

### 2.22 Emergency Services

Calls to Emergency Services are provided at no charge.

### 2.23 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

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### SECTION 3 – RATES

#### 3.1 Returned Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$10.00.

#### 3.2 Reconnection Charge

Customers whose service has been blocked for non-payment are subject to a reconnection fee for restoration of service. The charge is \$10.00.

**Working Assets Funding Service, Inc.**

**Exhibit B**

**Proposed Revised Tariff Pages**

There are no proposed revised tariff pages as the Company is detariffing all its services in this application. The company is requesting to withdraw tariff No. 2 in its entirety. The detariffed services have been removed from P.U.C.O Tariff No.

2 and the removed services are now posted on the Company's web site of [www.workingassets.com](http://www.workingassets.com) and may also be viewed at the Company's headquarters: 101 Market Street, Suite 700, San Francisco, CA 94105.

**Working Assets Funding Service, Inc.**

**Exhibit C**

**SUMMARY OF CHANGES**

The company is requesting to withdraw P.U.C.O. Tariff No. 2 in its entirety. The detariffed services have been removed from P.U.C.O Tariff No. 2 and the removed services are now posted on the Company's web site of [www.workingassets.com](http://www.workingassets.com) and may also be viewed at the Company's headquarters: 101 Market Street, Suite 700, San Francisco, CA 94105.

**Working Assets Funding Service, Inc.**

**Exhibit D**

**Customer Notice**

The following notice was provided to Ohio Customers:

The prices, service descriptions, and terms & conditions for your CREDO Long Distance will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This will not result in a change to the prices, terms, or conditions of your CREDO Long Distance service.

**Working Assets Funding Service, Inc.**

**Exhibit E**

**Customer Notice Affidavit**



CUSTOMER NOTICE AFFIDAVIT

STATE OF: California SS:  
COUNTY OF: San Francisco SS:

AFFIDAVIT

I, Jean Parker, am an authorized agent of the applicant corporation,  
(Name)  
Working Assets Funding Service, Inc. and am authorized to make this statement  
(Company Name)

on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected  
customers through the company website on 9/13/11  
(type of notice) (date/timeframe)

in accordance with Rule 4904:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that  
the foregoing is true and correct.

Jean Parker  
(Signature)

Executed on 9/13/11  
(Date) (Location)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/14/2011 4:22:26 PM**

**in**

**Case No(s). 11-5106-TP-ATA**

Summary: Amended Application Amended Application to Detariff electronically filed by Ms. Margeaux Pennywell on behalf of Working Assets Funding Service, Inc.