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Via Electronic Filing

September 15, 2011

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

RE: Case Nos. 10-1010-TP-ORD; 11-5155-TP-ATA

Dear Ms. Jenkins:

Pursuant to the Public Utilities Commission of Ohio's ("Commission") January 19, 2011 Entry ("Entry") in the above referenced proceeding, enclosed for submission to the Commission is Preferred Long Distance, Inc. ("Preferred") *Detariffing and Related Actions Application* and related *Telecommunications Retail Service Offering Form for Non-BLES Carriers*, attachments, and exhibits (collectively, "Application"). By this Application, Preferred complies with the detariffing Entry.

Thank you for your attention to this matter. Questions concerning this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

Andrew O. Isar

Regulatory Consultants to  
Preferred Long Distance, Inc.

Enclosures

**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 Preferred Long Distance, )  
 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 - 5155 - **TP - ATA**

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

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

DBA(s) of Registrant(s) None

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

Company Web Address www.preferredld.com

Regulatory Contact Person Keith Nussbaum

Phone 818.380.9090

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

Contact Person for Annual Report Keith Nussbaum

Phone 818.380.9090

Address (if different from above) NA

Consumer Contact Information Keith Nussbaum

Phone 818.380.9090

Address (if different from above) NA

**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.*

<u>Carrier Type</u>	<input type="checkbox"/> ILEC	<input checked="" 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"/>	X	X
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input 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:
X	Exhibit A	The existing affected tariff pages.
X	Exhibit B	The proposed revised tariff pages.
X	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
X	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers. Please refer to Exhibit D

**Part III. – Attestation**

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

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**AFFIDAVIT**

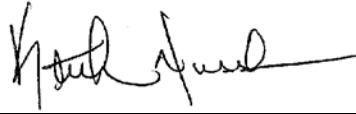
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Preferred Long Distance, 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) September 15, 2011 at (Location) Encino, CA



\*(Signature and Title) Keith Nussbaum, Executive VP

(Date) September 15, 2011

- *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.*

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**VERIFICATION**

I, Keith Nussbaum 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) Keith Nussbaum, Executive VP

(Date) September 15, 2011

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

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

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

***Or***

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

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS 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)**

**Listing of Exhibits**

<b>Exhibit</b>	<b>Description</b>
A	The existing affected tariff pages.
B	The proposed revised tariff pages.
C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07

## **Exhibit A**

### **The existing affected tariff pages.**

Please refer to applicant's local exchange tariff, P.U.C.O. Tariff No. 1, Title Sheet and Sheet Nos. 1 to 21, attached.

## **Exhibit B**

**The proposed revised tariff pages.**

Please refer to applicant's replacement tariff, P.U.C.O. Tariff No. 2, Sheets 1 and 2, attached.

## 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.**

By this filing, Applicant complies with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD, directing Companies to make changes to their tariffs in accordance with Section 4927.15, Revised Code and Rule 4901:1-6-11, Ohio Administrative Code. The Company introduces a P.U.C.O. Tariff No. 2, governing the provision of emergency 911 services and primary interexchange carrier charge, attached hereto. This P.U.C.O Tariff No. 2 replaces the retail provisions contained in the Company's P.U.C.O Tariff Nos. 1 in its entirety, as required.

P.U.C.O Tariff No. 1

<u>Sheet(s)</u>	<u>Section</u>	<u>Remarks</u>
Title, 1 to 52	All	Detariffed

P.U.C.O Tariff No. 2

<u>Sheet(s)</u>	<u>Section</u>	<u>Remarks</u>
1,2	NA	Incorporates new 911 and Primary Interexchange Carrier Change Charge.

## **Exhibit D**

### **One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07**

On April 7, 2008, Applicant submitted its initial tariff in Case No. 08-230-TP-ACE. Applicant's initial tariff complied with the Commission's then current tariffing requirements pursuant to Rule 4901:1-6-11, Ohio Administrative Code. The Company's initial tariff contained no service information, accordingly. Customer notice associated with detariffing was made at that time.

In light of the fact that the instant detariffing application is intended exclusively to comply with the Commission's additional detariffing requirements following enactment of Substitute Senate Bill 162 and corresponding amendments to Rule 4901:1-6-11, Ohio Administrative Code, and that the Company has already complied with the Commission's prior detariffing Entry, and there are no changes in the Company's retail offerings, there is no additional need to advise customers of the instant detariffing action. No corresponding Customer Notice Affidavit is attached, accordingly.



OHIO LOCAL EXCHANGE AND INTEREXCHANGE  
TELECOMMUNICATIONS SERVICE TARIFF  
OF

**Preferred Long Distance, Inc.**

16830 Ventura Blvd., Ste 350  
Encino, CA 91436

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

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As Approved in Case No. 08-230-TP-ACE

Issued: April 8, 2008  
Issued By:

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

Effective: April 9, 2008

**CHECK SHEET**

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

<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>
------------------	----------------------	------------------	----------------------	------------------	----------------------

1	Original				
2	Original				
3	Original				
4	Original				
5	Original				
6	Original				
7	Original				
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18	Original				
19	Original				
20	Original				
21	Original				

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

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

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages** - When a Tariff filing is made with the Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some Pages.) The Tariff User should refer to the latest Check Page to find out if a particular Page is the most current on file with the Commission.

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Effective: April 9, 2008

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**APPLICATION OF TARIFF**

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

The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common carrier for use in accessing the Services of Company. This Tariff does not cover any unregulated service offered by Company. Company will offer any unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.

Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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

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

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

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As Approved in Case No. 08-230-TP-ACE

Issued: April 8, 2008

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FCC:** Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

**PBX:** Private Branch Exchange.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tier 1 core services

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

Tier 1 non-core services

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

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

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

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

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

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

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

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As Approved in Case No. 08-230-TP-ACE

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## **SECTION 2 – REGULATIONS**

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

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

### **2.2. PAYMENT ARRANGEMENTS**

#### **2.2.1. Deposits**

- A. Applicants for Service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of Commission MTSS Rules. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be waived if the applicant is a satisfactory credit risk
- B. Deposits must conform to the following requirements:
  - (1) Cash deposits are not to exceed two hundred thirty per cent of one of the following:
    - (a) The estimated average monthly bill for the individual customer's regulated services for the ensuing twelve months.
    - (b) The customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.
    - (c) The telecommunications provider's tariffed statewide average monthly bill (deposit amount) for residential or small business customer service for local, long distance, or packaged service.

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Effective: April 9, 2008

**SECTION 2 – REGULATIONS, Continued**

**2.2. PAYMENT ARRANGEMENTS**

**2.2.2. Billing**

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

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As Approved in Case No. 08-230-TP-ACE

Issued: April 8, 2008

Issued By:

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

Effective: April 9, 2008

**SECTION 2 – REGULATIONS, Continued**

**2.2. PAYMENT ARRANGEMENTS, Continued**

**2.2.3. Collection of Charges**

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

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

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**SECTION 2 – REGULATIONS, Continued**

**2.2. PAYMENT ARRANGEMENTS, Continued**

**2.2.3. Collection of Charges, Continued**

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

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**SECTION 2 – REGULATIONS, Continued**

**2.2. PAYMENT ARRANGEMENTS, Continued**

**2.2.4. Disputed Bills**

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

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. Company will not Disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. The Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint by the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above.
- F. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

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**SECTION 2 – REGULATIONS, Continued**

**2.2. PAYMENT ARRANGEMENTS, Continued**

**2.2.4. Disputed Bills, Continued**

- G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be Disconnected prior to the Due By Date shown on the bill.
- H. Customer complaints that are not resolved after contacting Company, or for general utility information, residential and business Customers may contact the Public Utilities Commission of Ohio for assistance at 1.800.686.7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays Eastern Time, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

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

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

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**SECTION 3 – DESCRIPTION OF SERVICES AND RATES, Continued****3.2. DIRECTORY LISTINGS; DISTRIBUTION OF DIRECTORIES**

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

**3.3. NON-PUBLISHED SERVICE**

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

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

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

**3.4. DIRECTORY SERVICES AND LISTING**

- 3.4.1.** Users of the company's calling services (excluding toll-free services) may obtain assistance in determining telephone numbers by calling the Directory Assistance operator. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. Call completion may be provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided on Public Access Lines where facilities permit.
- 3.4.2.** A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance. Non-published telephone numbers are not available from the Directory Assistance service. Directory Assistance charges are waived for Customers who have documented that they are blind or sight impaired to the Company.

**3.5. MISCELLANEOUS SURCHARGES**

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

**3.6. NUMBER INTERCEPT**

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

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

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

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

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

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

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

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

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

**3.8 PIC CHANGE CHARGES: INTRALATA and INTERLATA**

Per line, trunk, or port:

Manual Process	\$5.50
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Electronic Process	\$1.25
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If a subscriber changes both the IntraLATA and InterLATA Presubscribed interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA and InterLATA PIC change charges will apply.

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**OHIO LOCAL EXCHANGE AND INTEREXCHANGE  
TELECOMMUNICATIONS SERVICE TARIFF**

**Preferred Long Distance, Inc.**

16830 Ventura Blvd., Ste 350 Encino, CA 91436

**This Tariff Replaces  
Preferred Long Distance, Inc.  
P.U.C.O. Tariff No. 1 in Its Entirety**

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed telecommunications Services provided by Preferred Long Distance, Inc. within the State of Ohio. This Tariff is on file with the Ohio Public Utility Commission ("Commission"). This Tariff may also be inspected during normal business hours at the Company's principal office, 16830 Ventura Blvd., Ste 350 Encino, CA 91436

**SECTION 2 - RULES AND REGULATIONS****UNDERTAKING OF TNCI****Emergency 911 Service**

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service. In the event that the Company is providing an IP-Enabled Service, its liability, if any shall be limited by the provisions of the 911 NET Act (Pub. L. 110-283) as well as the protections of this Tariff and state law if applicable.
2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

**PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE**

A primary interexchange carrier change charge is assessed on subscribers who change from another carrier to Company.

Primary Interexchange Carrier Change Charge, per account	\$5.50
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*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

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

Company Name **Preferred Long Distance, Inc.**

Company Address **16830 Ventura Boulevard, Suite 350, Encino, California 91436**

Company Web Address **www.preferredld.com**

Regulatory Contact Person **Keith Nussbaum** Phone **818.380.9090** Fax **818.380.9099**

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

Contact Person for Annual Report **Keith Nussbaum** Phone **818.380.9090** Fax **818.380.9099**

Consumer Contact Information **Keith Nussbaum** Phone **818.380.9090** Fax **818.380.9099**

TRF Docket No. \_\_\_\_\_ -TP-TRF

**I. Company Type (Check all applicable):**

X Non-BLES CLEC    X IXC    ☐ Other (explain)\_\_\_\_\_

**II. Services offered (Check all applicable):**

X Toll services (intrastate)

X Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain)\_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

X Toll Presubscription (See P.U.C.O. Tariff No. 2, Original Sheet 2, attached as Exhibit B)

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*

X N-1-1 Service (See P.U.C.O. Tariff No. 2, Original Sheet 2, attached as Exhibit B)

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. – Attestation**

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

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I, Keith Nussbaum, am an officer/agent of the carrier/telephone company, Preferred Long Distance, Inc. and am authorized to make statements on it behalf.

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.



\_\_\_\_\_, Executive Vice President

(Signature and Title)

**September 13, 2011**

(Date)

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

**Commission of Ohio Docketing Information System on**

**9/15/2011 8:21:29 PM**

**in**

**Case No(s). 11-5155-TP-ATA**

Summary: Tariff Detariffing and Related Actions Submission electronically filed by Mr. Andrew O. Isar on behalf of Preferred Long Distance, Inc.