TITLE SHEET

This tariff, Schedule Cal. P.U.C. No. 1-T, is currently on file with the California Public Utilities Commission.

TARIFF SCHEDULES

APPLICABLE TO

LOCAL EXCHANGE SERVICES

OF

GETGO COMMUNICATIONS LLC (U-7241-C)

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Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

Decision #: 13-01-013 Counsel Effective: February 15, 2018

Val Ilchenko

CHECK SHEET

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

* - indicates those pages included with this filing

SHEET	REVISION		SHEET	REVISION	SHEET	REVISION	
1	Original		41	Original	81.1	Original	*
2	Revised	*	42	Original	82	Original	
3	Original		43	Original	83	Original	
4	Original		44	Original	84	Original	
5	Original		45	Original	85	Original	
6	Original		46	Original	86	Original	
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9	Original		49	Original	89	Original	
10	Original		50	Original	90	Original	
11	Original		51	Original	91	Original	
12	Original		52	Original	92	Original	
13	Original		53	Original	93	Original	
14	Original		54	Original	94	Original	
15	Original		55	Original	95	Original	
16	Original		56	Original	96	Original	
17	Original		57	Original	97	Original	
18	Original		58	Original	98	Original	
19	Original		59	Original	99	Original	
20	Original		60	Original	100	Original	
21	Revised	*	61	Original	101	Original	
21.1	Original	*	62	Original	102	Original	
22	Original		63	Original	103	Original	
23	Original		64	Original	104	Original	
24	Original		65	Original	105	Original	
25	Original		66	Original	106	Original	
26	Original		67	Original	107	Original	
27	Original		68	Original	108	Original	
28	Original		69	Original	109	Original	
29	Revised	*	70	Original	110	Original	
30	Original		71	Original	111	Original	
31	Original		72	Original	112	Original	
32	Original		73	Original	113	Original	
33	Original		74	Original	114	Original	
34	Original		75	Original	115	Original	
35	Original		76	Original	116	Original	
36	Original		77	Original			
37	Original		78 - 3	Original			
38	Original		79	Original			
39	Original		80	Original			
40	Original		81	Revised	*		

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COMPETITIVE LOCAL CARRIER

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COMPETITIVE LOCAL CARRIER

1. PRELIMINARY STATEMENT

GetGo Communications LLC (formerly, Citrix Communications LLC) has been granted authority by the California Public Utilities Commission to provide competitive local exchange services throughout the State of California to residential and business Customers located in exchange areas served by AT&T California and Verizon California, Inc. This tariff contains all effective rates, terms and conditions for local exchange and interexchange telecommunications services.

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COMPETITIVE LOCAL CARRIER

1.1. Explanation Of Symbols

The following symbols are used in this tariff as described:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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1.2. Availability Of Company's Tariff

Complete copies of the Company's advice letters and current tariff are maintained and made available during normal business hours (9:00 am - 5:00 pm) at the Company's business offices located at:

GetGo Communications LLC 10 Exchange Place, Suite 1710 Jersey City, NJ 07302

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The tariff is also available for public inspection at the California Public Utilities Commission.

The Company's toll free customer service number is: 1-855-673-2532.

The Company's email address for all customer service issues including the receipt of service information and promotional offerings is: mark.boyles@logmein.com.

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COMPETITIVE LOCAL CARRIER

1.3. Contacting The Company

The Company may be contacted during normal business hours (9:00 am – 5:00 pm) as indicated below:

GetGo Communications LLC 10 Exchange Place, Suite 1710 Jersey City, NJ 07302 T

The Company's toll free customer service number is: 1-855-673-2532.

The Company's email address for all customer service issues including the receipt of service information and promotional offerings is: mark.boyles@logmein.com.

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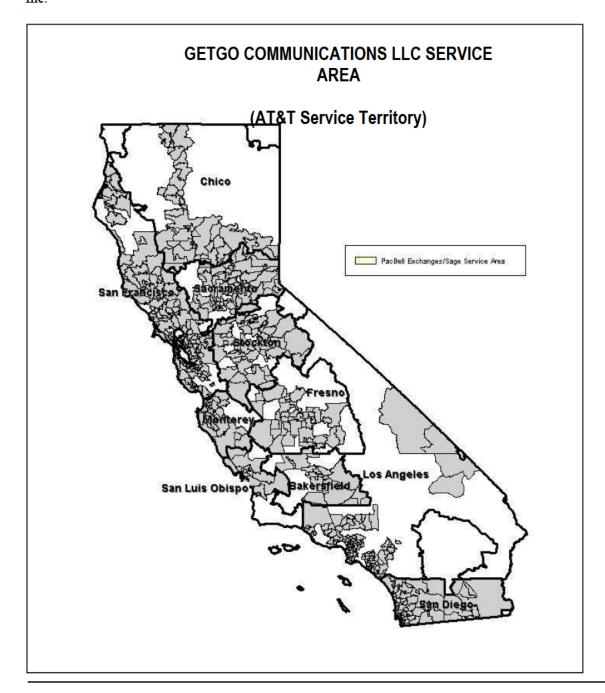
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1.4. Service Areas

The Company is certified to provide competitive local exchange service in California within the service territories of AT&T California and Verizon California Inc. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T California and Verizon California Inc.



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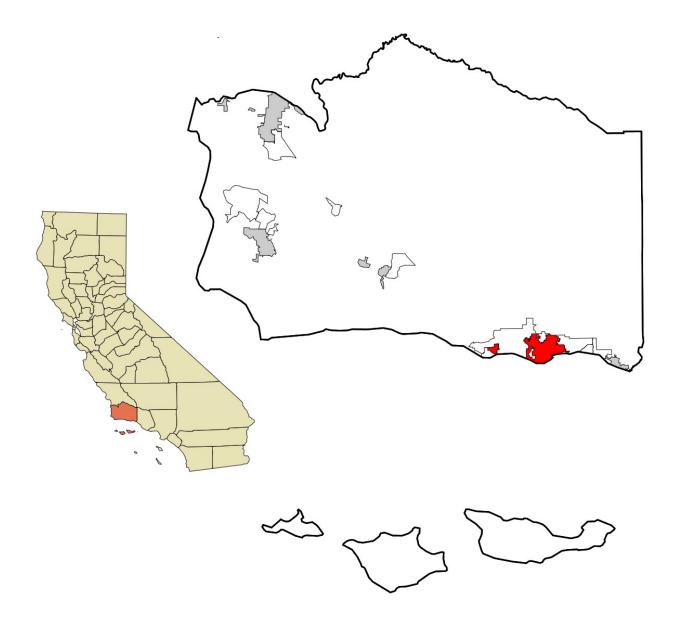
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1.4 SERVICE AREAS (Cont'd)

GETGO COMMUNICATIONS LLC SERVICE AREA

(Verizon California Inc. Service Territory – Santa Barbara Exchange)



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1.5. LIST OF SCHEDULES

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Grandfathered Plans	8	
Local Exchange Services	7	
Permanent Offers	9	
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Promotions	5	
Rules	2	
Sample Forms	6	
Taxes and Surcharges	3	

1.5.2 Numerical

SCHEDULE	TARIFF SECTION
Preliminary Statement	1
Rules	2
Taxes and Surcharges	3
California Lifeline Program	4
Promotions	5
Sample Forms	6
Local Exchange Services	7
Grandfathered Plans	8
Permanent Offers	9

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2. RULES

No. 1 – Definitions

Certain terms used generally throughout this tariff are defined below.

Access Service: Any carrier access service offered in Cal. P.U.C. Schedule 2-T.

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

Authorized User: A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

Company: Used throughout this tariff to indicate GetGo Communications LLC (formerly Citrix Communications LLC).

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Customer: The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

End User: A person or entity that subscribes to any Local Exchange Service offered under the Company's California P.U.C. Schedule No. 1-T and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Intrastate Access Service: Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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2. RULES (Cont'd)

No. 1 – Definitions (Cont'd)

Joint User: A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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.

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. The AT&T California local calling area/zone descriptions can be found in the AT&T California Schedule Cal. P.U.C. No. A5, Section 5.2.1.

Local Distribution Channel: The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

Local Exchange Carrier: A company that furnishes local exchange telephone services.

Premises: A building, portion of a building in a multi-tenant building, or buildings on a continuous property not separated by a highway. May also denote a customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Recurring Charges: The monthly charges to the Customer for services, facilities, and equipment which continue to apply for duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the Customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 1 – Definitions (Cont'd)

Service Termination Date: The date on which Company-provided service is discontinued or on which control of the facility is returned to the owner of the facility or is transferred to another provider to fulfill an order originated by that customer. Such date shall follow the Customer's request for service termination or discontinuance, or shall follow the Company's notice to the Customer that the service or use of the facility will be terminated or discontinued. Once such a termination occurs, all control of, responsibility for, and liability for the facility, including that associated with all 911 services, belongs to the owner of the facility or to the new provider who gained control of the facility.

Serving Wire Center: The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this tariff.

User: An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

Wire Center: A building in which one or more end offices, used for the provision of Exchange Services, are located.

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2. RULES (Cont'd)

No. 2 – Description of Service

- A. The Company undertakes to furnish business and residential communication services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- B. Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff.
- C. Service is intended to be available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.
- E. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. The Company will make all reasonable efforts to secure the necessary facilities. 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 the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service. Such written notice shall, where possible, offer a continuation of Company service for no more than thirty (30) additional days.
- F. The Company reserves the right to limit or to allocate the use of existing facilities or to additional facilities offered by the Company, when necessary because of lack of facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

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2. RULES (Cont'd)

No. 2 – Description of Service (Cont'd)

- G. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- H. The Company reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- I. The Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.
- J. The Company may refuse, suspend, limit, or cancel the customer's ability to receive inbound collect calls immediately and without prior notice in the event that usage of collect calling and/or third party number calls is suspected to be fraudulent or beyond the customer's ability to pay. The customer's ability to receive or complete such calls shall be reinstated upon receipt of payment for all current charges.

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2. RULES (Cont'd)

No. 3 – Application for Service

Service is installed by arrangement between the Company and the Customer.

- A. During the initial contact all applicants for residential service shall be given information regarding the:
- 1. Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs.
- 2. Availability and effect of freezing the pre-subscribed carrier assigned to the account.
- 3. Availability and effect of restricting toll calling.
- 4. Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services.
- 5. Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate.
- 6. Availability and effect of blocking non-presubscribed carrier (e.g., third party) charges from being billed on the telephone bill.
- 7. Availability and effect of Caller ID blocking options.
- 8. Availability and rates for the least expensive service meeting the customer's needs.
- 9. Any other information necessary to enable consumers to make informed choices among services and providers.
- B. Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill.
- C. Within 7 days of accepting the service order, the Company will provide a confirmation letter to the customer setting forth all applicable rates, terms and conditions for each service ordered. The letter shall be in language other than English if the sale was in another language.
- D. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff shall be given the reason for the denial in writing within 10 days of service denial. The Company may not deny service for failure to provide a social security number. Whenever a Company requests a consumer's social security number, the Company shall inform the consumer that providing it is optional and that failure to provide it is not cause for denying service.

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2. RULES (Cont'd)

No. 3 – Application for Service (Cont'd)

Cancellation of Application for Service:

- E. Customers may cancel any request for tariffed service without penalty after the Company sends the written confirmation described in "C" above.
- F. When a Customer cancels 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. The special charges described in this section will be calculated on a case by case basis.
- G. 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. This charge will however not exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value of six percent).
- H. 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, applies.

Cancellation of Service:

- I. The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.
- J. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination.
- K. If a customer purchases the Company's bundled offering and subsequently disconnects the Company's local service and purchases local service from a different carrier, the customer can contact the Company to obtain the proper PIC Code for the third-party provider of long distance services.

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2. RULES (Cont'd)

No. 3 – Application for Service (Cont'd)

Termination Liability:

- L. Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:
- 1) 20% of the balance of the total billing payable during the life of the term, or
- 2) The difference between the monthly rate for the selected term plan and the monthly rate for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.

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2. RULES (Cont'd)

No. 4 - Contracts

A. Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. ICB arrangements will be filed in accordance with G.O. 96-B.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 5 – Special Information Required On Forms

A. Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

- 1. When the bill shall be paid by the Customer to the Company;
- 2. Billing detail, including the period of service covered by the bill;
- 3. Late payment charges and when they will be applied;
- 4. How the Customer must pay the bill;
- 5. How to contact the Company with questions about the bill; and
- 6. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill shall include a toll-free number for service or billing inquiries.
- 7. Each bill shall also include the following statements:

If you believe there is an error on your bill or have a question about your service, please call **GetGo Communications**, **LLC** customer support at **(781) 850-1583**.

If you are not satisfied with **GetGo Communications**, **LLC**'s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting http://www.cpuc.ca.gov/complaints/. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

Telephone Mail 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday) California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

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If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

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Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to	English	1-800-735-2929
Voice	Spanish	1-800-855-3000
Voice to	English	1-800-735-2922
TTY/VCO/HCO	Spanish	1-800-855-3000
From or to	English &	1-800-854-7784
Speech-to- Speech	Spanish	

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

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Counsel

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2. RULES (Cont'd)

No. 5 – Special Information Required On Forms (Cont'd)

A. Customer Bills (Cont'd)

If your complaint concerns interstate* or international calling, you may contact the Federal Communications Commission at:

Federal Communications Commission Consumer Complaints 445 12th Street SW Washington, D.C. 20554

Toll Free: 1-888-225-5322 TTY: 1-888-835-5322 Email: fccinfo@fcc.gov

* The California Public Utilities Commission handles complaints for both interstate and intrastate unauthorized carrier changes ("slamming"). The California Public Utilities Commission consumer protection rules are available online, at www.cpuc.ca.gov."

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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2. RULES (Cont'd)

No. 6 – Establishment and Reestablishment of Credit

- A. Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposit shall not be required if the applicant:
- 1. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- 2. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another local carrier whose credit practices are acceptable to the Company.
- 3. The Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

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2. RULES (Cont'd)

No. 7 – Advance Payments and Deposits

A. Advance Payments

At the time an application for service is made, an applicant may be required to pay an estimated advance payment amount for the first month's service charges and/or the service connection and/or equipment charges plus applicable taxes, fees, and surcharges as well as nonrecurring charges for any required special construction. The advance payment will be applied to the customer's first invoice. Any resulting credit balance or remaining balance owed will be reflected on the customer's first invoice.

Advance payments received by the Company in funds other than Credit Card, MoneyGram, Western Union Quick Collect, or Ace Cash Express may delay service implementation for up to 5 business days after payment is honored. The amount of the advance payment is credited to the Customer's account on the first invoice rendered. An advance payment may be required in addition to a deposit.

B. Deposits

- 1. The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. A customer's failure to pay any required deposit by the date service is requested shall be grounds sufficient for the Company to refuse service to the customer until such time as the deposit is received by the Company in immediately available funds.
- 2. Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 3. Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event the customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.
- 4. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit on the monthly unused balance, except under the following conditions: no interest shall be given if the customer has received a minimum of two late payment notices in a 12-month period.
- 5. The interest rate applicable to all deposits shall be not less than the 3-month paper rate as published by the Federal Reserve Board from time to time.

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2. RULES (Cont'd)

No. 8 – Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information:

- 1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. The Company shall notify all affected subscribers at least 25 days in advance of every proposed change in its subscribers tariffed service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. No customer notice shall be required for minor rate increases or for rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, customers shall be advised of changes to the terms and condition of service no later than the company's next periodic billing cycle.
- 2. Should the Company provide information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.
- B. Discontinuance of Service Notice
- 1. Notice by customers:

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

2. Notice by the Company

Notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The amount that is delinquent.
- b. The date when payment or arrangements for payment are required in order to avoid termination.
- c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- d. The procedure the Customer may use to request amortization of the unpaid charges.
- e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- f. The telephone number of the CAB where the Customer may direct inquiries
- g. Notification that local service may not be discontinued for nonpayment of Category II or other unregulated competitive services.
- h. The Company's name.
- i. The name and address of the Customer, and the telephone number(s) associated with the delinquent account.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 8 – Notices (Cont'd)

C. Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

D. Rules for Notices

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

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2. RULES (Cont'd)

No. 9 – Issuance and Payment of Bills

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.
- B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.
- C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within fifteen (15) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill. The late payment date will be prominently displayed on the Customer's bill and will be at least fifteen (15) days after the Date of Presentation on the billing envelope. Subscribers shall not be liable for the late payment charges on disputed amounts that are resolved in the subscriber's favor.
- D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first class mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.
- E. The Company shall credit payments effective the business day payments are received by the carrier or its agent.
- F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of \$0.99 per month shall be waived for any Customer who elects the Company's Green Electronic Billing Option and forgoes receipt of paper bills.
- G. A bill shall not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill, four months in the case of wireless roaming charges on a system other than the subscriber's home system, and five months for collect calls, third party, and calling card calls. This limitation on backbilling does not apply in cases involving subscriber fraud.
- H. Any objections to bill over-charged must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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2. RULES (Cont'd)

No. 9 - Issuance and Payment of Bills (Cont'd)

I. Multi-Account, Multi-Brand and Multi-Affiliate Credit and Collections Practices

The Company may collect on behalf of itself and/or its affiliates or brands in one or more transactions as permitted by law. In an effort to satisfy any outstanding account balance(s) of the Customer for previously-billed products or services, the Company may apply any credit balances of the Customer from one of the Customer's existing or previous accounts to another of the same Customer's existing or previous accounts and the Company may apply any credit balances of the Customer from one Company affiliate or brand to another. In all such instances, the Customer shall remain responsible for any remaining unsatisfied balances, for any fees or taxes, and for any additional balances incurred.

- J. The Company may assess up to twenty-five dollars (\$25) for each returned check or credit card chargeback and up to thirty-five dollars (\$35) for each subsequent check or credit card chargeback to the same payee. (Cal. City. Code J 1719 2003).
- K. Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

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2. RULES (Cont'd)

No. 10 – Disputed Bill Procedure

- In the case of a dispute between a Customer and the Company as to the correct amount of a bill Α. rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
- 1. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount. The Company shall reach a determination and communicate it to the customer within 30 days.
- 2. The undisputed portion of the bill must be paid by the Due By Date (no sooner than 22 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- 3. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit 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.
- 4. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with 1 and 2 above.
- 5. The Company shall respond to CAB's requests for information within ten (10) business days.
- 6. CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.
- 7. After the investigation and review are completed by the Company as noted in (1) above, if the Customer elects not to deposit the amount in dispute with CAB, 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 the Company notifies the 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.
- The CPUC address:

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California Public Utilities Commission Consumer Affairs Branch 505 Van Ness Avenue, Room 2003 San Francisco, CA 94102 1-800-649-7570

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2. RULES (Cont'd)

No. 11 – Discontinuance and Restoration of Service

- A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.
- B. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.
- C. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8.B.2 of this tariff.
- D. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
- E. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non- compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- F. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information). The Company reserves the right to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location. Abuse or fraudulent use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass employees of the Company and/or others;
- G. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer for so long as the facilities or telephone number remain under the Company's control.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 11 – Discontinuance and Restoration of Service (Cont'd)

- H. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney's fees as determined by CPUC or by the court.
- I. Service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.
- J. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's confirmation. No cancellation charge applies to orders cancelled due to delays in installation that are caused by the Company that are (7) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.

K. Restoration of Service

The customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for reconnection of service after disconnection (see Section 1.7.3 for the rates); if, however, the equipment necessary for service has been removed, a complete installation fee will apply. The Company may refuse to honor any Customer's personal check, draft, or other instrument if, in the preceding twelve (12) months, the Customer had twice submitted payments through the use of personal checks, drafts, or other instruments that were subsequently dishonored. Exceptions shall be made when the payment(s) had been dishonored due to bank error.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 12 – Information on Services and Promotional Offerings

Please see Section 1.3 of this tariff for guidance on obtaining information on Services and Promotional Offerings.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 13 – Temporary Service

A. Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.

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2. RULES (Cont'd)

No. 14 – Continuity of Service

- A. The Company will not provide a credit allowance for interruption of service caused by the customer's facilities, equipment, or systems.
- B. Credit Allowance for Interruptions
- 1. For calculating credit allowances, every month is considered to have 30 days. A credit allowance may be applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. Limitation on Allowances

No credit allowance will be made for:

- 1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
- 2. Interruption due to the failure or malfunction of non-Company equipment.
- 3. Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
- 4. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- 5. Interruption of service due to circumstances or causes beyond the control of the Company.

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2. RULES (Cont'd)

No. 15 - Extension of Lines or Mains

The Company, under certain satisfactory conditions determined solely by the Company, may provide extensions of lines or mains to Customers. There will be no cost to the customer for this service, if the Company, in its sole determination, decides the action is technically feasible and operationally supportive.

All policies and practices regarding advances and utility contributions to individuals and developers, deposits, refunds, ownership and maintenance relative to such action will be subject to, and carried out in conformance with, the rules of the California P.U.C.

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2. RULES (Cont'd)

No. 16 – Service Connection and Facilities on Customers' Premises

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- E. Extension of Lines and Mains. Extension service is not offered by the Company.

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2. RULES (Cont'd)

No. 17 – Measurement of Service

A. Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance will be determined utilizing the applicable "V" (vertical) and "H" (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

- 1. Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
- 2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3. Square each difference obtained in step (2) above.
- 4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7. Formula:

Square root of (1/10 times (V1 - V2)2 + (H1 - H2)2)

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2. RULES (Cont'd)

No. 18 – Telephone Number Changes

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.
- E. A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

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2. RULES (Cont'd)

No. 19 – Limitation of Liability

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point (as defined in Rule 25), including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed the an amount equal to the pro ratacharges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
- 1) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- 2) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the rate schedule of this tariff and/or the AT&T California tariff at Schedule Cal. P.U.C. No. A5.7, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- 3) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- 4) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
- 5) For listing in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in

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2. RULES (Cont'd)

No. 19 – Limitation of Liability (Cont'd)

which the error or omission occurred.

F. Loss Arising From Non-Delivery of Written Messages

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

G. Errors in Information Furnished by Directory Assistance Operators

The Company shall allow a credit for errors in telephone numbers or other information furnished by the AT&T California Directory Assistance Operators in accordance with the AT&T California tariff at Schedule Cal. P.U.C. No. A5.7.4 an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "0" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

H. Temporary Suspension for Repairs

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 or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers 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.

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

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2. RULES (Cont'd)

No. 20 – Use of Service

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition.
- F. the Company may refuse, suspend, limit, or cancel the customer's ability to receive inbound collect calls immediately and without prior notice in the event that usage of collect calling and/or third party number calls is suspected to be fraudulent or beyond the customer's ability to pay. The customer ability to receive or complete such calls shall be reinstated upon receipt of payment for all current charges.

G. Unauthorized Use

- 1. Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
- 2. Service shall not be used for any purpose in violation of law.

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2. RULES (Cont'd)

No. 19 – Use of Service (Cont'd)

- The Company may refuse, suspend, limit, or cancel a customer's service, without prior notice, in the event that the usage or acts of the customer are such to indicate intention to defraud the Company, to abuse or harass others, or to partake in similar activities. This includes fraudulently placing and receiving calls and/or providing false credit information, or misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.
- I. Abuse, fraudulent use, harassment, and like terms include, but are not limited to situations described herein:
- the use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a 1. manner reasonably to be expected to frighten, abuse, torment or harass another;
- the use of profane, obscene or otherwise threatening language;
- the impersonation of another with fraudulent intent; 3.
- the use of the service in such a manner as to interfere with the service of others or to prevent 4. others from making or receiving calls over their telephone service;
- the use of the service for any purpose other than as a means of communication;
- the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
- the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or 7. message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.
- The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the nonpayment customer or real users of the Service still reside at the address.
- K. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

Pursuant to a wholesale supplier's contractual provision, the Company may not be able to provide more than ten lines per service location to new customers. Existing customers with more such lines that are disconnected will be restricted to the applicable line maximum per service location.

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2. RULES (Cont'd)

No. 20 – Responsibility of the Customer

- A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls. For instances in which the Company has account control of facilities serving his/her premises and has control of the customer's telephone number, the Customer is responsible for periodically checking the line to ensure operability for 911 purposes. For instances in which the individual is a former-Customer, he/she is responsible for ensuring that his/her then- current service or facilities provider is providing operational 911 and the Company shall not be liable for any deficiency of the then-current service or facilities provider.
- B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action 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, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

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2. RULES (Cont'd)

No. 21 – Special Construction

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1. nonrecurring charges;
- 2. recurring charges;
- 3. termination liabilities; or
- 4. combinations of 1, 2, and 3.
- B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.
- 1. The period on which the termination liability is based is the estimated service life of the facilities provided.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 22 - Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 23 - Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-B.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 24 – Service for the Deaf and Disabled

A. The Company will provide Customers with access to a telephone relay center for California Relay Service.

In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with an Inter-Exchange Company.

- B. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.
- C. Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.
- D. The following Calls may be placed through the Relay Service:
- 1. Calls to informational recordings and group bridging service;
- 2. Calls to time or weather recorded messages;
- 3. Station sent paid calls from coin telephones; and
- 4. Operator-handled conference service and other teleconference Calls.
- E. The Company will impose a surcharge to all Customers for this service at a level determined by the Commission.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 25 – Emergency Telephone Number Service (911 Service)

A. Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. For all instances in which Company service is provided or for which the Company has account control of facilities serving the Customer's premises and has control of the customer's telephone number, the Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers. The telephone user who dials the 911 number will not be charged for the call.

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2. RULES (Cont'd)

No. 26 - Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by the Company or its agents to Customers must be legible and printed in a minimum type size type of 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer ("Slamming")

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. A penalty or fine of up to \$500 payable to the CPUC may apply to each violation of the Rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariffed rate of the original carrier.

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2. RULES (Cont'd)

No. 27 - Privacy

- A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the customer. the Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 8306-066, 83-06-073, and 83-09-061.
- B. The Company may not release confidential Customer information, credit or financial information, or any other confidential information about a Customer, including information about a Customer's spending patterns, to their affiliates or to other third parties, without the Customer's informed, written consent.
- C. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.
- D. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Confidential information may be released: (1) to affiliates of the Company, or to others, to the extent necessary to provide and bill for telecommunications services; (2) to a law enforcement agency or other public agency for the purpose of responding to an emergency ("911"); (3) to law enforcement personnel in possession of a valid search warrant for the information sought; (4) if required to turn over such information by a court order; or (5) if otherwise required by law. In addition, information about unpaid charges may be released to a collection agency for the purpose of collecting may be released to a collection agency for the purpose of collecting a debt, subject to the requirements of all applicable laws.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 27 - Privacy (Cont'd)

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

1. Credit Information

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.

2. Calling Records

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

B. Release of Subscriber Credit Information and Calling Records

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- 1. Upon receipt of a search warrant obtained pursuant to California or federal law; or
- 2. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.
- 3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or
- 4. Upon receiving permission of the subscriber to release the information.

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2. RULES (Cont'd)

No. 27 - Privacy (Cont'd)

C. Notification to the Subscriber

- 1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be allowed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
- 2. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephones numbers, and provide the name of the agency making the request.

D. Deferral of Notification

- 1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.
- 2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.
- 3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- 4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 27 - Privacy (Cont'd)

- E. Exception to Procedure for Release or Credit and Calling Records
- 1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.
- F. Retention of Records
- 1. Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

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2. RULES (Cont'd)

No. 28 - Nonpublished Service

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A" Nonpublished Service

- A. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- B. Agencies authorized to receive information:
- 1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
- 2. An agency of the federal government which is lawfully authorized to:
- a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
- b. Prosecute violations of the criminal laws of the United States; or
- c. Enforce civil sanctions which are ancillary to criminal statutes; or
- d. Conduct investigations into matters involving the national security of the United States; or e. Protect federal or foreign officials; or
- f. Protect public health and safety; or
- g. Conduct emergency rescue operations.
- 3. Any public health agency of the State of California or of a city, county, or other local government.
- 4. County or city 911 projects.
- 5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- 6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
- 7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

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2. RULES (Cont'd)

No. 28 – Nonpublished Service (Cont'd)

- C. Procedure for release of nonpublished information to authorized agencies.
- 1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:
- a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
- b. Health officers who are acting in their official capacity and are lawfully investigating amatter involving a serious communicable disease or life threatening situation; or
- c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding; or
- d. Employees or a county or city 911 project when acting in an official capacity; or
- e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.
- 2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- 3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons. The nonpublished information requested by telephone shall be provided by the utility only on a callback verification basis. The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

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2. RULES (Cont'd)

No. 28 – Nonpublished Service (Cont'd)

D. Notification of Customer

- 1. The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
- 2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.
- 3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
- 4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
- 5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released. If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

E. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violated a client's or contact's right of privacy and confidentiality.

F. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 28 – Nonpublished Service (Cont'd)

G. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

H. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

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2. RULES (Cont'd)

No. 29 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

- 1. "Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be sued as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- 2. Any person aggrieved by an action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- 3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
- 4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

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2. RULES (Cont'd)

No. 29 – Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- 5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- 6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which even service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- 7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- 8. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- 9. The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code."

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 30 – Demarcation Points

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the Intrabuilding Network Cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

- 2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
- 3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

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2. RULES (Cont'd)

No. 31 – Demarcation Points (Cont'd)

- B. Local Loop Demarcation Point (Cont'd)
- 4. Exceptions:
- a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
- b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.
- c. Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.
- d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
- e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- f. Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

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2. RULES (Cont'd)

No. 31 – Demarcation Points (Cont'd)

C. INC Demarcation Point

- 1. The Intrabuilding Network Cable (INC) point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
- 2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
- 3. Where there is no INC or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.
- D. Inside Wire Demarcation Point
- 1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.
- E. Continuous Property
- 1. Continuous Property is land which is
- a. wholly owned by a single individual or entity, regardless of whether the owner leases all or a portion(s) of the property to another and
- b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thorough fare or the property of another.

The property retains its character as Continuous Property regardless of whether the owner or lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

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2. RULES (Cont'd)

No. 31 – Demarcation Points (Cont'd)

- E. Continuous Property (Cont'd)
- 2. There are three basic types of Continuous Properties:
- a. Single-tenant commercial in which one owner or tenant occupies all building.
- b. Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
- c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common (such as town homes and homes in gated communities) do not constitute Continuous Property.

- 3. Continuous Property
- a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
- b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.
- 4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.
- 5. The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.

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COMPETITIVE LOCAL CARRIER

2. RULES (Cont'd)

No. 31 – Demarcation Points (Cont'd)

- E. Continuous Property (Cont'd)
- 6. At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly owned property and (b) railroad rights-of-way and extensive, privately owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g. (a) it is wholly leased by a single individual or entity and (b0 it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

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2. RULES (Cont'd)

No. 31 - Blocking Access to 900 and 976 Information Services

A. At the request of the Customer, the Company will block Customer's access to 900 and 976 payper call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.

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2. RULES (Cont'd)

No. 32 – Directories

- (A) The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.
- (B) A carrier providing basic service in an area shall include, at a minimum and in addition to subscriber listing information, the following emergency and customer disclosure information in the alphabetical telephone directory it provides to its customers in that area. A carrier providing basic service that does not publish its own alphabetical telephone directory may meet the carrier-specific information requirements of this rule by ensuring that the carrier-specific information is contained in either (1) the alphabetical telephone directory that the carrier causes to be delivered to its subscribers; or (2) written form suitable for inserting into that directory and delivered to every customer at the time, or shortly after the time, the directory is delivered. The information shall include:
- 1. The procedure which the carrier will follow during emergencies, how telephone subscribers can best use the telephone network in an emergency situation, and the emergency services available by dialing 911.
- 2. Information regarding state and federal laws that protect the privacy rights of residential telephone subscribers with respect to telephone solicitations.
- 3. Telephone number(s) to contact the carrier for any purpose related to a customer's account or service.
- 4. Instructions for reaching an operator and directory assistance.
- 5. Basic service rates and information, including those for Universal Lifeline Telephone Service.
- 6. The carrier's prefixes within the directory boundaries; where each is located; and for each prefix, a list of all other prefixes that can be reached as a local call.
- 7. A map of California Local Access and Transport Areas (LATAs) and their locations.
- 8. A list of area codes (North American Numbering Plan areas) and their locations.
- 9. A list of international dialing codes, and instructions for making international calls.
- 10. Accessibility information for non-English speaking and deaf and disabled customers.
- 11. For carriers having tariffs or other customer disclosure information on the Internet, the carrier's Internet address for accessing that information.

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2. RULES (Cont'd)

No. 33 – Directories (Cont'd)

- 12. A clear reference to the Commission's Internet address, and toll free phone number (866) 849-8390, of the Commission's Public Advisor where consumers may obtain a complete copy of these consumer protection rules.
- 13. Information explaining the availability and effect of Caller ID blocking options:
- A. At the request of the Customer, the Company will block Customer's access to 900 and 976 payper call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.
- (B) No basic service provider shall reduce the level of telecommunications related information included in an alphabetical telephone directory without first obtaining authorization from the Commission to do so.
- (C) Service agreements or contracts may not incorporate other information by reference, except for (1) terms and conditions from Commission approved tariffs, (2) information contained in referenced material (e.g., brochures) written in a minimum of 10-point type that is provided simultaneously with the service agreement or contract, and (3) information that is used with formulae identified in the agreement or contract in order to calculate the applicable rate or charge, where all necessary components are readily available from the carrier at no charge. In each case reference to specific terms and conditions is permitted provided that the specific document (tariff section or other publication) containing such terms and conditions is cited in the service agreement or contract, an Internet web site address where the specific document can be found is provided, and printed copies of the referenced document are available on request at no charge. If the formulae are used to establish a rate in a term contract, that rate shall not change during the duration of the contract.

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COMPETITIVE LOCAL CARRIER

3. TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below. None of the following surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) California Lifeline Program billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T California (d.b.a. AT&T CALIFORNIA) tariffs.

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4. CALIFORNIA LIFELINE PROGRAM

A. Description of California LifeLine Program

The California LifeLine Program, formerly known as Universal LifeLine Telephone Service (ULTS), is a California Universal Service Program that provides discounts on basic residential telephone service to eligible low-income households pursuant to the Moore Universal Telephone Service Act and General Order 153.

California LifeLine discounts are available to eligible customers ordering new, or currently subscribing to, the following basic services: flat rate local service or measured rate local service.

B. Territory:

California LifeLine discounts are available within the base rate areas of all exchanges as shown and defined in the AT&T California current and effective tariffs on file with the CPUC.

C. Service Elements Available under the California LifeLine Program

The service elements of the California LifeLine Program are as follows:

- 1. Access to (a) single party local exchange service, or (b) service that is equivalent, in all substantial respects, to single party local exchange service.
- 2. Access to all interexchange carriers offering service in the California LifeLine customer's local exchange.
- 3. Ability to place calls.
- 4. Ability to receive free unlimited incoming calls.
- 5. Free touch-tone dialing.
- 6. Free unlimited access to 911/E-911.
- 7. Access to local directory assistance (DA). The utility shall offer its California LifeLine customers the same number of free DA calls that the Utility provides to its non-California LifeLine residential customers.
- 8. Access to foreign Numbering Plan Areas.
- 9. California LifeLine rates and charges.
- 10. Customer choice of flat-rate local service or measured-rate local service.
- 11. Free provision of one directory listing per year.
- 12. Free white pages telephone directory.
- 13. Access to operator service.
- 14. Voice grade connection to the public switched telephone network.
- 15. Free access to 800 or 800-like toll-free services.
- 16. One-time free blocking for information services and one-time billing adjustments for charges incurred inadvertently, mistakenly, or that were unauthorized.
- 17. Access to Telephone Relay Services as provided for in Public Utilities Code §2881 et seq.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

- C. Service Elements Available under the California LifeLine Program (Cont'd)
- 18. Toll-free access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries.
- 19. Toll-free access to customer service representatives fluent in the same language (English and non- English) in which California LifeLine was originally sold.
- 20. Free access to toll-blocking service.
- 21. Free access to toll-control service, but only if (i) the Utility is capable of offering toll-control service and (ii) the customer has no unpaid bill for toll service.
- 22. Access to two residential telephone lines if a low-income household with a disabled person requires both lines to access California LifeLine.
- 23. Free access to the California Relay Service via the 711 abbreviated dialing code. California LifeLine is restricted to residential basic local exchange service. California LifeLine does not provide discounts on optional services and equipment.

Optional services and equipment are available at applicable tariffed rates and charges to customers participating in the California LifeLine Program. Non-California LifeLine lines will be available to California LifeLine customers at the applicable regular tariffed rates and charges.

D. Eligibility Criteria for participation in California LifeLine:

California LifeLine discounts are available to all residential customers who meet the following eligibility requirements:

1. The residence at which the service is requested is the customer's principal place of residence.

The residence of the customer and the customer's household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

The room or portion of a residence occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate premises (dwelling unit) for the application of California LifeLine.

- 2. The customer and members of the customer's household collectively have one, and only one, California LifeLine line, except as provided for elsewhere in this schedule.
- 3. The customer is not claimed as a dependent on another person's income tax return.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

- D. Eligibility Criteria for participation in the California LifeLine Program(Cont'd):
- 4. The customer meets either the Income-Based Criterion or the Program-Based Criterion:
- (a) Income-Based Criterion

The customer's current total household income does not exceed the following income levels (based on household size) for the fiscal year for which the service is furnished, i.e., members of the customer's household collectively earn no more than the following amount of annual income:

Household Size Income Limitation:

1-2 \$ 26,400 3 \$ 30,700 4 \$ 37,300 Each Additional Member Add \$6,600

These income limits are effective from June 1, 2017 to May 31, 2018

"Total Household Income" is defined as all revenues from everyone in the household, whether taxable or non-taxable, including but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self- employment and cash payments from other sources, and all employment-related, non- cash income.

Borrowed money does not constitute income when determining eligibility for the California LifeLine Program. Funds transferred from one account to another, such as from savings account to a checking account; do not constitute income when determining eligibility for the California LifeLine program, even if such funds are used for living expenses.

For self-employed applicants, the income from self-employment shown on IRS Form 1040, Schedule C, Line 29 shall be used to determine eligibility for California LifeLine.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

- D. Eligibility Criteria for participation in California LifeLine (Cont'd):
- 4. The customer meets either the Income-Based Criterion or the Program-Based Criterion: (Cont'd)
- (b) Program-Based Criterion

The customer or a member of the customer's household participates in one of the following means-tested programs:

- Medicaid or Medi-Cal
- Supplemental Security Income (SSI)
- CalFresh Program¹
- Healthy Families Category A
- Tribal TANF
- Women, Infant and Children Program (WIC)
- Low Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance or Section 8
- Temporary Assistance for Needy Families (TANF) also known in California as: California Work Opportunity and Responsibility for Kids (CalWorks)
 Stanislaus County Work Opportunity and Responsibility for Kids (StanWorks)
 Welfare to Work (WTW)
 Greater Avenues for Independence (GAIN)
- National School Lunch Program (NSLP)
- Bureau of Indian Affairs General Assistance Head Start Income Eligible (Tribal Only)
- E. Eligibility Criteria for a Second California LifeLine Line

A customer enrolled in California LifeLine is eligible to receive two California LifeLine lines if the following eligibility requirements are met:

- 1. The customer's household meets all California LifeLine eligibility criteria set forth in Section D preceding;
- 2. The customer's household has a disabled member who has immediate and continuous access within the household to a TTY; and
- 3. The TTY is issued by DDTP, or a member of the customer's household submits, to the Commission's LifeLine Administrator, a medical certificate confirming the household member's need for a TTY device.

All California LifeLine rules and regulations that apply to the first California LifeLine line shall apply equally to the second California LifeLine line provided to the household.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

F. The Qualification Process for Enrollment in the California LifeLine Program

If the customer has previously been certified for California LifeLine benefits with another service provider and subsequently changes service providers, while maintaining eligibility in all other respects, the customer is not required to certify eligibility in order to qualify for California LifeLine as long as the change of service provider occurs within 30 days. If a customer changes his/her principal place of residence, while maintaining eligibility in all other respects, the customer is not required to certify eligibility in order to qualify for California LifeLine as long as the change of residence occurs within 30 days.

All other customers will be treated as a new LifeLine applicant and be subject to the certification process. Under the certification process, the customer must indicate participation in an approved public program as set forth in Section D.4.(b) or meet the income based criterion as set forth in Section D.4(a) and pay regular tariff rates and charges until completion of the certification process. The customer may pay the regular tariff non-recurring charges and deposits for basic service under a payment plan established by the carrier. The Commission's LifeLine Administrator must certify eligibility for enrollment in the California LifeLine Program and verify eligibility annually for continued participation.

1. California LifeLine Application

In order to participate in California LifeLine, the residential customer must complete a California LifeLine Application Form and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in D. preceding. The completed Application Form must be returned and received by the LifeLine Administrator by the due date indicated on the form before any LifeLine discounts will take effect. The LifeLine Administrator determines the eligibility of the customer and notifies him/her by way of a qualification or disqualification letter. Upon successful completion of the application process, the customer's basic service will be converted to Lifeline service and the customer's account credited the difference between LifeLine rates and charges and regular tariff rates and charges, as outlined in Section 8.1 of General Order 153, as of the service start date. Customers with a net credit balance of at least \$10.00 reflected on their next bill may request a refund check for the amount of such net credit balance.

(a) Income-Based Criterion

The customer seeking eligibility under the income-based criterion must provide income documentation(s) substantiating total household income. Acceptable income documents are:

- Prior year's state, federal, or tribal tax return.
- Current income statement from an employer or paycheck stub for three consecutive months' of the same type of statements within the last 12 months.
- Statement of benefits from Social Security, Veterans Administration.
- Statement of benefits from retirement/pension, Unemployment/Workmen's Compensation.
- A divorce decree.
- Child support document.
- Other official documents.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

- F. The Qualification Process for California LifeLine Enrollment (Cont'd)
- 1. California LifeLine Application (Cont'd)
- (b) Program-Based Criterion

The customer seeking eligibility under the program-based criteria must attest that he/she, or a member of his/her household, is a recipient of benefits from one of the means-tested programs identified in Section D.4.(b) preceding.

(c) Second California LifeLine Line

The customer seeking eligibility for a second California LifeLine line must attest that he/she meets all eligibility requirements identified in E. preceding.

2. California LifeLine Renewal

To remain in the California LifeLine Program after the first year of enrollment, the residential customer must complete a California LifeLine Renewal Form annually and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in Section D. preceding. The California LifeLine customer with a second California LifeLine line is also required to attest annually, under penalty of perjury, that he/she meets all eligibility requirements identified in Section E. preceding.

The completed Renewal Form must be returned and received by the LifeLine Administrator by the due date indicated on the form to continue to receive the LifeLine discounts. The LifeLine Administrator determines the eligibility of the customer's ongoing enrollment and notifies him/her by way of a qualification or disqualification letter.

The customer who seeks re-enrollment into the California LifeLine Program after removal from the program will be considered a new Lifeline customer and will be subject to the qualification process administered by the LifeLine Administrator. A Service Conversion Charge, described in Section I.7 following, will be applied. California LifeLine discounts will commence upon successful completion of the qualification process, the customer's basic service will be converted to LifeLine service and the customer's account credited the difference between LifeLine rates and charges and regular tariff rates and charges, as outlined in Section 8.1 of General Order 153, as of the date of reenrollment. Customers with a net credit balance of at least \$10.00 reflected on their next bill may request a refund check in the amount of such net credit balance. The California LifeLine discount will not be applied retroactively to the date of removal.

G. Denial of California LifeLine Continued Enrollment

Any customer who fails to qualify for continued enrollment by the LifeLine Administrator shall be removed from the California LifeLine program and converted to normal residential service, effective the date instructed by the LifeLine Administrator.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

H. Federal Enhanced LifeLine and Expanded Link Up – Federally Designated Tribal Lands

The Enhanced LifeLine and Expanded Link Up Federal Program provides additional discounts to customers enrolled in the California LifeLine Program who reside on Indian reservations, as defined in Title 25 Code of Federal Regulations, Section 20.100.

1. Eligibility Criteria

A customer enrolled in California LifeLine is eligible for additional discounts under the Enhanced LifeLine and Expanded Link-Up federal program if he/she resides on federally recognized Indian Reservations, as defined in Title 25 Code of Federal Regulations, Section 20.100.

2. Qualification Process

In order to participate in the Enhanced LifeLine and Expanded Link-Up Federal Program, the residential customer must complete a certification form provided by the Company and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in Section 1 preceding. The completed certification form must be returned and received by the Company by the due date indicated on the form.

3. Enhanced LifeLine and Expanded Link Up Benefits

See Section I below, for discounts, rates and charges applicable under the Enhanced LifeLine and Expanded Link-Up Program. Recipients of the Enhanced LifeLine and Expanded Link-Up Federal Program must notify the Utility of any change that causes him/her to no longer qualify. Upon receipt of notification, the Utility will cease all Enhanced LifeLine benefits. Any Enhanced LifeLine benefits received after the date of ineligibility will be back billed to the customer.

I. Applicable Rates and Charges

The following rates and charges shall apply to the basic telephone service of all certified California LifeLine Program participants:

Basic Exchange Service

1. California Lifeline Measured Rate Service

1	
	Monthly Rate
Super Savings Plan	\$21.99
California LifeLine Credit	\$18.33
California LifeLine Measured Service Rate	\$ 3.66

Measured rate service is provided with an allowance of 60 untimed local calls. Local calls exceeding this allowance are provided for all days and hours at the following rates:

Calls, 61 and over \$0.08 each

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

I. Applicable Rates and Charges (Cont'd)

Basic Exchange Service (Cont'd)

2. California Lifeline Flat Rate Service

	Monthly Rate
Basic Local Service Plan	\$24.99
California LifeLine Credit ⁴	\$18.15
California LifeLine Flat Rate	\$ 6.84

Flat rate service includes unlimited local calling.

3. Enhanced LifeLine (Tribal Lands)¹ N/A

4. Federal Subscriber Line Charge No Charge

5. Toll Blocking No Charge

6. California LifeLine Service Connection Charge

Service installation² of an access line for qualified California LifeLine customers will be charged at the rates below:

	Non-recurring Charge
Installation Charge	\$39.00
California LifeLine Service Connection Credit	\$29.00
California LifeLine Service Connection Charge	\$10.00

Expanded Link-Up (Tribal Lands)³ Link-Up Service Connection and Line Extension

Non-recurring Charge \$100.00

Charges credit, up to:

7. California LifeLine Service Conversion Charge

Changes in class, type or grade of service for qualified California LifeLine customers.

Non-recurring Charge

California LifeLine Service Conversion Charge

\$10.00

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

I. Applicable Rates and Charges (Cont'd)

Basic Exchange Service (Cont'd)

NOTE 1: Qualified participants residing on a tribal land will receive, in addition to the discount listed above, an additional federal approved reduction of up to \$25.00 applied to the monthly local service rate. The discounted local residential rate for qualifying low-income individuals living on tribal lands may not be reduced below \$1.00 per month.

NOTE 2: the Company does not levy interest charges on payments made within 3 months of each service installation.

NOTE 3: Customers who live on federally–recognized tribal lands and meet the LifeLine eligibility criteria are eligible for federal assistance of up to \$100 in Link-Up installation credit to establish telephone service. This credit is determined as follows: In addition to the currently available Link-Up support amount, i.e., half of the first \$60 of a qualifying subscriber's initial connection charges up to a maximum of \$30, up to an additional \$70 of federal Link-Up support will be provided, for a total maximum support amount of \$100 per qualifying low-income subscriber. The discount shall cover any charges assessed to connect the subscriber to the network, including facilities-based charges associated with the extension of lines or construction of facilities needed to initiate service.

NOTE 4: Eligible LifeLine Customers who choose any service plan other than the Basic Local Service Plan will receive the California LifeLine Credit of \$18.15, which will be applied toward their monthly invoice.

- J. Description of Discounted Nonrecurring Charges
- 1. California LifeLine Service Connection Charge
- (a) The California LifeLine Service Connection Charge as set forth in Section I.6 preceding is applicable to all qualifying households residing at the same address.
- (b) The California LifeLine Service Connection Charge as set forth in Section I.6 preceding is applicable any time a qualifying household:
- (1) establishes California LifeLine service,
- (2) re-establishes California LifeLine service at the same address at which California LifeLine service was previously provided (even when the customer was disconnected for nonpayment),
- (3) establishes California LifeLine service at a new residence, or
- (4) switches California LifeLine service from one utility to another.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

- J. Description of Discounted Nonrecurring Charges (Cont'd)
- (c) Installation of a second and subsequent telephone service connection shall be subject to the Company's regular tariffed rates for these connections, except that low-income households with a disabled member may qualify for California LifeLine connection charges on two residential telephone connections.

Eligible recipients of this service may have the option of deferring the connection charge in three equal monthly installments without interest. the Company may charge a late payment fee when the California LifeLine customer fails to timely remit some or all payment for the California LifeLine connection charge under a deferred-payment schedule.

2. California LifeLine Service Conversion Charge

The California LifeLine Conversion Charge as set forth in Section I.(7) preceding is applicable each time a California LifeLine customer requests a change in the class (business or residential to California LifeLine), type (measured vs. flat rate service) or grade (multi-party vs. one party) of service, including requests to change from Foreign Exchange Service.

There is no limit on the number of times a California LifeLine customer may pay the California LifeLine conversion charge to effect a change in the class, type or grade of service. This discounted conversion charge does not apply to the addition of services not covered under the California LifeLine Program.

K. California LifeLine Notices in the Language of Sale

The Company will provide those customers to whom it sold California LifeLine service in a language other than English with the following:

- 1) Commission-mandated California LifeLine notices that are in the same language in which California LifeLine was originally sold; and
- 2) Toll free access to Customer Service Representatives who are fluent in the language in which California LifeLine service was originally sold.

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4. CALIFORNIA LIFELINE PROGRAM (Cont'd)

L. California LifeLine Participants Who No Longer Qualify for California LifeLine or a Second California LifeLine Line

Recipients of California LifeLine service must notify the Company of any change that causes the California LifeLine customer to no longer qualify for California LifeLine service or for a second California LifeLine line. Upon receipt of notification, the Company will apply the regular tariffed rates and charges. The regular tariffed rates will be billed retroactively to the date the California LifeLine service no longer applied.

Customers no longer qualifying for California LifeLine service are subject to the Company's rules applicable to the establishment or reestablishment of credit.

No service conversion charges are billed to the customer for removal from California LifeLine service.

M. Non-Payment of Toll Charges

California LifeLine service shall not be disconnected for non-payment of toll charges. The Company may discontinue a customer's California LifeLine service for other reasons as set forth in Schedule Cal P.U.C. No.1-T.E-F.

The Company will apply toll restriction to a California LifeLine customer's line when toll charges are not paid.

N. Audits of California LifeLine Customers

The Commission or its Certifying Agent may audit and verify a customer's eligibility to participate in the California LifeLine program.

Upon notification from the Commission or its Certifying Agent that a customer was found to be ineligible to participate in the California LifeLine program, the Company shall convert the ineligible customer's California LifeLine service to regular tariffed rates and charges.

No service conversion charges shall be billed to the customer for this change in service.

The Commission or the Commission's agent may bill the ineligible customer for any past California LifeLine discounts that the customer should not have received, plus interest equal to the 3-month commercial paper rate.

Customers no longer qualifying for California LifeLine are subject to the Company's rules applicable to the establishment or reestablishment of credit.

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COMPETITIVE LOCAL CARRIER

5. PROMOTIONS

- A. From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed before it is offered to Customers and filed according to General Order 96-B.
- B. [Reserved for Future Use]

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COMPETITIVE LOCAL CARRIER

6. SAMPLE FORMS

No. 1. Disconnection Notice

Date: Customer Name Address City, State zip Account #

Total Balance Due: XXX.XX

Notice of Discontinuation of Service

Dear (Customers Name):

Advice Letter #: 16

Decision #: 13-01-013

We are writing to you in regard to the telephone account in the name of (CUSTOMER NAME) at the address (CUSTOMER ADDRESS). This account is now delinquent in the amount of (AMOUNT). This is to advise you that the telephone service at this address will be discontinued unless payment, or arrangements for payment, of the amount due is made within seven (7) days of the date of this letter.

If you believe there is an error on your bill or have a question about your service, please call **GetGo Communications, LLC** customer support at **(781) 850-1583**. If you have any dispute as to the correct amount of you bill, you may request that Peerless Network (the "Company") conduct an investigation and review the disputed amount. This request must be made in writing to GetGo Communications, 10 Exchange Place, Suite 1710, Jersey City, NJ 07302. Attn: Collection Department. In order to avoid discontinuation of your telephone service while the Company investigates the disputed amount, you must make the request within (7) days of this letter. The request to investigate a disputed portion of your bill must also contain a payment of the undisputed portion of the bill, or the Company will terminate your service. The Company will not discontinue your service for failure to pay for unregulated competitive services.

If you are not satisfied with **GetGo Communications, LLC**'s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting http://www.cpuc.ca.gov/complaints/. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

Telephone 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail California Public Utilities Commission, Consumer Affairs Branch,
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

Issued By: Val Ilchenko

Counsel Effective: September 28, 2018

Date Filed: September 28, 2018

Effective: September 28, 2018

COMPETITIVE LOCAL CARRIER

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

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Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to	English	1-800-735-2929
Voice	Spanish	1-800-855-3000
Voice to	English	1-800-735-2922
TTY/VCO/HCO	Spanish	1-800-855-3000
From or to	English &	1-800-854-7784
Speech-to- Speech	Spanish	

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are unable to pay amount due in full at the time, you make a request that the Company agree to a deferred payment agreement. You may obtain information concerning a deferred payment agreement, and request that arrangements be instituted for a deferral payment agreement, by calling our Customer Service Department at 1-855-673-2532 during the Company's regular business hours Monday through Friday from 8 AM to 7 PM.

Sincerely,

Customer Service Department

1-855-673-2532 Monday through Friday 7:00 AM to 7:00 PM Pacific Standard Time

Advice Letter #: 16 Issued By: Date Filed: September 28, 2018

Val Ilchenko Counsel

Decision #: 13-01-013

T

COMPETITIVE LOCAL CARRIER

6. SAMPLE FORMS (Cont'd)

No. 2. Past Due Notice

Date: Customer Name Address City, State zip Account #

Past Due Notice

Dear (Customers Name):

Our records show that your account is past due in excess of XXX days. The intent of GetGo Communications is to assist our customers in meeting their telephone service needs. We would like to offer you assistance with payment options. Please contact us at 1-855-673-2532 to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by month, date, year then we will have to disconnect your service. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

Sincerely,

Customer Service Department

1-855-673-2532 Monday through Friday 7:00 AM to 7:00 PM Pacific Standard Time.

Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

Val Ilchenko

6. SAMPLE FORMS (Cont'd)

No. 3. Return Check Charge

Date: Customer Name Address City, State zip Account #

Re: Returned Check

Dear (Customers Name):

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A return check charge of \$XX.XX will be applied to your account along with your previous balance.

Please contact us at 1-855-673-2532 and make arrangements to pay your bill in full.

Sincerely,

Customer Service Department

1-855-673-2532

Monday through Friday 7:00 AM to 7:00 PM Pacific Standard Time.

Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

Val Ilchenko Counsel

Decision #: 13-01-013

Effective: February 15, 2018

Effective: February 15, 2018

COMPETITIVE LOCAL CARRIER

6. SAMPLE FORMS (Cont'd)

No. 4. Deposit Receipt

Date: Customer Name Address City, State zip Account #

Re: Deposit Receipt

Dear (Customers Name):

We have received your deposit in the amount of (DEPOSIT AMOUNT).

The deposit, less the amount of any unpaid bills for service furnished by GetGo Communications shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two (2) notices of discontinuance of service for nonpayment of bills in a 12-month period.

If you need to speak to a Representative, please call 1-855-673-2532.

Thank you for choosing GETGO COMMUNICATIONS, LLC.

Sincerely,

Billing Department

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T

Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

Val Ilchenko Counsel

Decision #: 13-01-013

6. SAMPLE FORMS (Cont'd)

5. Consolidated Order Form

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Special Instructives			

Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

6. SAMPLE FORMS (Cont'd)

5. Consolidated Order Form (Cont'd)

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Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

Val Ilchenko Counsel

Decision #: 13-01-013

Counsel Effective: February 15, 2018

Title:

Date:

6. SAMPLE FORMS (Cont'd)

This Individual Case Basi Company, or its assigns ("	the Company") at 10 E	ment ("Agreemen Exchange Place, S	Suite 1710, Jersey	etGo Communications LLC, a Delaware Limited Liability City, NJ 07302, and ose address is
TDI : 4		a .: 1	1 1	·
or Federal Communication				roved by the California Public Utilities Commission ("CPUC")
1. SERVICE TERM ☐ Month-to-Month	□ 1 Year □ 2	2 Year	□ 3 Year	□ 5 Year
	of the term, the Agreen			or to the receipt of the required approval of the CPUC or FCC. month basis, upon the terms and conditions and pricing then in
2. SERVICE				
(a) Service Type and Qu Calling Plan:	• '	oply)		
☐ Local ☐ Intra ☐ Point to Point Ty ☐ Calling Features:		ce	Free	Calling Card
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filed with the CPUC for in to, the pricing, terms, cond and applicable nonrecurring review at the Company's of	trastate services and wi ditions and limitations ng and monthly recurri ffices. For services tha	th the FCC for in as set forth in suc ng charges of sai t are not tariffed,	terstate services. In the tariffs. Custom duriffs and said the terms and con	ement are offered pursuant to the Company's tariffs, which are The services provided hereunder are offered under, and pursuant her agrees to abide by and be bound by the terms and conditions tariffs are fully incorporated herein. The tariffs are available for aditions of this Agreement shall govern, except that, for services conflict between this Agreement and such tariff, the tariff shall
(d) This Agreement shaltime to time, direct in the e				ons by the CPUC and the FCC, as said Commissions may, from
	TERM	MS AND COND	ITIONS CONTIN	NUE ON REVERSE
Local use, Excise, sales, p	rivilege taxes, duties o	r similar liabiliti	es by the stated du	any applicable federal state or ue date and to adhere to all of the terms and conditions set forth he responsibility of the terms and conditions herein.
GetGo Communications L	LC		CUS	STOMER:
By: Print Name:				nt Name:

Advice Letter #: 14 Issued By: Date Filed: February 13, 2018

Date:

Title:____

Decision #: 13-01-013 Counsel Effective: February 15, 2018

Val Ilchenko

7. LOCAL EXCHANGE SERVICES

7.1 Exchange Areas

7.1.1 Following is a list of AT&T California Telephone Company exchanges in California.

Exchange	Zone	Exchange	Zone	Exchange	Zone
Agoura	2	Buena Park	1	Davis	1
Alhambra	1	Burbank	1	Death Valley	1
Alleghany	1	Burrel	3	Del Mar	1
Alta	3	Butte City	3	Del Rey	3
Anaheim	1	Calexico	2	Delano	2
Anderson	3	Calipatria	3	Dinuba	3
Angels Camp	3	Calistoga	3	Dixon	3
Annapolis	3	Cambria	3	Downieville	2
Antioch	2	Campbell	2	Dublin-San	2
Aptos	2	Campo	3	Dulzura	3
Arcadia	1	Camptonville	3	Dunnigan	2
Arcata	2	Canoga Park	1	Dunsmuir	3
Arlington	2	Capistrano	1	Earlimart	2
Arroyo Grande	2	Carmel	2	East Bay	1
Arvin	2	Carmel Valley	3	East Contra	2
Atascadero	2	Carrisa Plains	2	Edwards	3
Atwater	2	Caruthers	3	El Cajon	2
Auburn	2	Castroville	2	El Centro	2
Auburn North	2	Cayucos	3	El Monte	1
Avalon	2	Challenge	3	El Segundo	1
Avenal	3	Chico	2	El Sobrante-	2
Baker	3	Chowchilla	3	Elk	3
Bakersfield	2	Chualar	3	Elk Creek	3
Bakersfield	2	Chula Vista	1	Encinitas	1
Bakersfield	2	Clayton	2	Escalon	3
Bangor	3	Clearlake Oaks	3	Escondido	1
Belvedere	2	Cloverdale	3	Esparto	3
Ben Lomond	1	Clovis	2	Eureka	2
Benicia	1	Coalinga	2	Fair Oaks	1
Beverly Hills	1	Cobb Mountain	3	Fairfield-Suisun	1
Big Butte	3	Colton	2	Fallbrook	2
Big Sur	2	Compton	1	Felton	2
Biggs	3	Concord	1	Fillmore	2
Bishop Ranch	1	Corning	3	Firebaugh	3
Blairsden	3	Corona	2	Folsom	1
Blue Lake	3	Coronado	1	Fontana	2
Bodega Bay	2	Corte Madera	1	Forestville	2
Boonville	3	Cottonwood	3	Fort Bragg	2
Borrego	3	Coulterville	3	Fortuna	2
Boulder Creek	3	Crockett	2	Fremont-Newark	1
Bradley	3	Crows Landing	3	French Gulch	3
Brawley	2	Culver City	1	Fresno	1
Brea	1	Cypress	1	Fullerton	1
Bridgeville	3	Danville	2	Galt	2

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.1 Exchange Areas (Cont'd)

7.1.1 Following is a list of AT&T California Telephone Company exchanges in California (Cont'd)

Exchange	Zone	Exchange	Zone	Exchange	Zone
Garden Grove	1	La Honda	3	Moraga	2
Gazelle	3	La Jolla	1	Morro Bay	1
Georgetown	3	La Mesa	1	Moss Beach	2
Gerber	3	Lafayette	1	Mount Shasta	2
Geyserville	3	Lake Berryessa	3	Mountain Pass	3
Glendale	1	Lakeport	3	Mountain View	1
Gonzales	3	Laton	3	Napa	2
Grass Valley	3	Le Grand	3	National City	1
Grass Valley	3	Lebec	2	Nevada City	3
Greenfield	3	Lemoore	2	Newman	3
Grenada	2	Lewiston	3	Newport Beach	1
Gridley	3	Lincoln	3	Nicasio	3
Groveland	3	Live Oak	3	Nice	2
Gualala	3	Livermore	2	Nicolaus	3
Guerneville	2	Lockeford	3	Nipomo	3
Gustine	3	Lodi	2	North Hollywood	1
Half Moon Bay	2	Loleta	3	North San Juan	3
Hanford	3	Lomita	1	North Tahoe	2
Harbison-Alpine	3	Los Altos	2	North Yuba	3
Hawthorne	1	Los Angeles	1	Northridge	1
Healdsburg	3	Los Banos	3	Oakdale	3
Herald	3	Los Molinos	2	Oakland	1
Hercules-Rodeo	1	Lower Lake	3	Oak View	2
Highland	1	Loyalton	3	Occidental	3
Hollister	3	Madera	3	Oceanside	2
Holtville	3	Martinez	2	Ocotillo	2
Homewood	3	Marysville	3	Ojai	3
Hopland	3	Mendocino	3	Orange	1
Hornbrook	3	Mendota	3	Orange Cove	3
Hughson	3	Merced	3	Orinda	2
Huron	3	Meridian	3	Orland	3
Hydesville	3	Michigan Bar	2	Oroville	3
Ignacio	2	Middletown	3	Pacifica	2
Imperial	1	Mill Valley	2	Palmdale	2
Inglewood	2	Millbrae	1	Palo Alto	1
Inverness	3	Milton	2	Paradise	2
Ione	3	Mira Loma	2	Parlier	2
Irvine	1	Miranda	3	Pasadena	1
Jackson	2	Moccasin	3	Paskenta	3
Jacumba	3	Modesto	2	Paso Robles	3
Jamestown	3	Mojave	3	Pauma Valley	3
Julian	3	Mokelumne Hill	3	Pepperwood	3
Kelseyville	3	Montague	3	Pescadero	3
King City	3	Monte Rio	3	Petaluma	2
Kingsburg	3	Montebello	1	Pine Valley	3
Knights Ferry	3	Monterey	1	Pinecrest	2
La Crescenta	2	Moorpark	2	Piru	3

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Val Ilchenko

7.0 LOCAL EXCHANGE SERVICES (Cont'd)

1.1 Exchange Areas (Cont'd)

1.1.1 Following is a list of AT&T California Telephone Company exchanges in California (Cont'd)

Exchange	Zone	Exchange	Zone	Exchange	Zone
Pismo Beach	1	San Jose South	1	Three Rivers	3
Pittsburg	1	San Jose West	1	Tipton	3
Pittsburg West	2	San Juan	2	Tomales	3
Pixley	3	San Lucas	2	Torrance	1
Placentia	1	San Luis Obispo	2	Trabuco	2
Placerville	3	San Marcos	2	Tracy	2
Placerville South	3	San Martin	3	Tres Pinos	3
Placerville West	3	San Mateo	1	Trinidad	3
Planada	2	San Pedro	1	Truckee	3
Pleasant Grove	3	San Rafael	1	Tulare	3
Pleasanton	1	Santa Ana	1	Turlock	3
Plymouth	3	Santa Clarita	2	Ukiah	3
Point Arena	3	Santa Cruz	1	Upper Lake	3
Point Reyes	3	Santa Margarita	3	Vacaville	2
Porterville	2	Santa Rosa	2	Vallejo	2
Portola	3	Saratoga	2	Valley Center	3
Potter Valley	3	Saticoy	2	Valley Ford	3
Poway	1	Sausalito	1	Valley Springs	3
Quincy	3	Sebastopol	2	Van Nuys	1
Ramona	3	Selma	3	Ventura Central	1
Rch Bernardo	1	Sequoia	2	Ventura East	1
Rch Peñasquitos	1	Shafter	2	Verdi	3
Rch Santa Fe	2	Shasta Lake	3	Vina	2
Rch Viejo	2	Shingle Springs	3	Visalia	2
Red Bluff	3	Shoshone	3	Vista	3
Redding	2	Sierraville	2	Walker Basin	3
Redwood City	1	Silverado	3	Wallace	1
Reseda	1	Simi Valley	2	Walnut Creek	3
Rialto	2	Smartville	3	Warner Springs	2
Richmond	1	Soda Springs	3	Wasco	3
Richvale	3	Soledad	3	Waterford	2
Rio Dell	2	Sonoma	2	Watsonville	3
Rio Linda	2	Sonora	2	Weed	3
Riverbank	2	South Placer	2	Weott	3
Riverdale	3	South San	1	Wheatland	3
Riverside	2	South Tahoe	2	Willits	3
Rosamond	3	Springville	2	Willows	2
Sacramento	1	Stinson Beach	3	Windsor	3
Sacramento North	1	Stockton	1	Winters	2
Saddleback Valley	1	Stonyford	3	Woodcrest	3
Saint Helena	3	Stratford	3	Woodlake	2
Salinas	1	Sunnyvale	1	Woodland	3
San Andreas	3	Sunol	3	Woodside	1
San Ardo	3	Sutter Creek	3	Yorba Linda	2
San Carlos-	1	Tehachapi	3	Yosemite	3
San Diego	1	Temescal Canyon	2	Yountville	3
San Francisco	1	Terra Bella	3	Yreka	3
San Jose North	1	Thornton	3		

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Val Ilchenko Counsel

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COMPETITIVE LOCAL CARRIER

7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.1 Exchange Areas (Cont'd)

7.1.2 Following is a list of Verizon California Inc. exchanges in California served by the Company:

Santa Barbara

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Counsel

Effective: February 15, 2018

7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.2. Local Exchange Services

7.2.1 General

Local Exchange Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other for the transmission of one- way or two-way communications, unless otherwise noted. A connection to the Company's switching network enables the Customer to:

- 1. receive calls from other stations on the public switched telephone network;
- 2. access the Company's Local Exchange calling services as set forth in this Tariff;
- 3. access intrastate, interstate and international calling services provided by the Company and other certified common carriers:
- 4. access toll-free telecommunications services such as 800 NPA;
- 5. access 9-1-1 service for emergency calling; and
- 6. access other operator and directory assistance services.

7.2.2 Service Description

Service provides Residential and Business Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area.

The local calling areas are generally 0-12 miles with the exception of extended area service, which is more than 12 miles. Zone Usage Measurement (ZUM) Service local calling areas consist of calls to Zones 1 and 2 (0-12 miles) and Zone 3 (13-16 miles).

The following are the types of local exchange service available in conjunction with the Company's Local Service Plans detailed in Sections 1.2.3 and 1.2.4.

A. Measured Rate Service

Basic dial tone service with local service charges based upon the number of outgoing timed or untimed local messages or Zone Usage Measurement Service Zone 1 and Zone 2 messages.

B. Flat Rate Service

Basic dial tone service furnished for a fixed periodic charge with an unlimited number of local calls.

Zone Usage Measurement Service is a call rating method in the AT&T California exchange calling areas. There are three Zones in the calling areas. Zone 1 and Zone 2 applies to calls within a local service area. Zone 3 applies to calls between exchanges or district areas in the 13-16 rate mileage band. Following are types of orders for Local Exchange Service that the Company will accept:

Conversions New Installations

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

1.2. Local Exchange Services (Cont'd)

7.2.2 Service Description (Cont'd)

Following are types of new line installations that the Company will perform:

- 1. Additional new lines for Customers who have service or are in the process of converting existing service at that location to the Company.
- 2. Physical move of lines and service for existing Customers to a new location.
- 3. Installation of lines at locations that have never had local telephone service.
- 4. New installations where the Customer is not converting existing local telephone service.

Residential and Business Customers may choose from one of the Local Service Plans in Section 1.2.2 or Section 1.2.3.

7.2.3 Business Services

Business Services provide the Customer with the general telecommunications services listed in Rule No. 2 of this Tariff with the following modifications, limitations and restrictions:

A. General Regulations

- 1. Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company, unless otherwise requested by the customer to be unblocked.
- 2. Service is furnished only for use by the Business Customer, guests, employees and business associates.
- 3. Business service offerings that include unlimited usage are available to business customers with ten or fewer business lines. Unlimited long distance offers apply only to domestic direct-dialed live voice calls. Inbound calls using the Company Inbound Only Toll Free Service (8xx), operator-assisted calls, calling card calls, information service calls and other similar calls are not included and incur additional charges. Certain applications,
- e.g., auto-dialing, broadcast FAX, modem to modem, long distance Internet or Intranet access, call center and certain switching applications are not permitted above incidental levels under unlimited service plans. Customers not complying with the terms of the plan will be transitioned to a per-minute rated plan.
- 4. Service is available whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing required is such as to indicate business use. Business rates are applicable to:
- a. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other establishments of a strictly business nature.
- b. Any location where a business designation is provided or when a title indicating a trade, occupation or profession is listed.

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Counsel

Counsel Effective: February 15, 2018

7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.2 Local Exchange Service (Cont'd)

- 7.2.3 Business Services (Cont'd)
- A. General Regulations (Cont'd)
- 4. (Cont'd)
- c. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.
- d. Residential locations where the Business Customer has no regular business telephone service and the use of the service by the Business Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

B. Local Service Plans

All service plans are subject to the application of the High Usage Charge pursuant to Section 1.10, following, and to other charges pursuant to this tariff.

1. GetGo Business Plus

A. Description

The GetGo Business 1 plan includes the following bundled services:

- Basic Local Exchange Service, including unlimited local voice calling
- One hundred (100) 1+ long distance minutes each month. Applies to direct dialed, 1+ interstate or intrastate long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands. Rate for additional minutes is at a \$0.06 rate.
- Metropolitan or Regional calling where available at an additional charge of \$30.00 per line.

Eligibility: This plan is available to business customers only in originating AT&Texchanges.

B. Rates and Charges

Monthly Rate

GetGo Business Plus \$ 45.00

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.2 Local Exchange Service (Cont'd)

7.2.4 Residential Service

Residential Service provides the Customer with the general telecommunications services listed in Rule No. 2 in Section 2 of this Tariff with the following modifications, limitations and restrictions:

A. General Regulations

- 1. Residential Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company, unless otherwise requested by the customer to be unblocked.
- 2. Residential service offerings that include unlimited usage are limited to use for residential voice applications. This includes service offerings providing for unlimited local usage, unlimited intraLATA usage and/or unlimited interLATA usage. No commercial use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up internet access, for data and fax type applications and for other similar restricted uses reflected in this tariff is permitted up to a maximum of 1200 minutes within any thirty- day period; any such usage beyond this threshold shall be presumed to be non-residential in nature. If, at any time, the Company determines that the Customer's usage is non-residential or is not consistent with use for residential voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the customer's existing service plan and the application of the High Usage Charge as specified in Section 1.10, following.

The High Usage Charge is applicable to all Residential service plans whenever usage thresholds established in Section 1.10, following, are exceeded, including plans that offer unlimited usage and plans that do not offer unlimited usage. The existence of the High Usage Charge shall be communicated to the Customer in advance of its initial application, and shall thereafter apply automatically whenever the threshold is exceeded. Upon request, usage information will be provided pursuant to Section 1.10, following.

For residential service offerings that include unlimited usage, the Company will notify the Customer in writing when the previous month's usage exceeds that normally associated with residential voice applications. Such written notice will inform the Customer that a higher tier rate will apply if, after two additional months, the usage remains above usage thresholds established in the existing service plan. Customers whose excessive usage levels resulted in a higher rate will, upon request, qualify for the lower-tier rate(s) after three consecutive months of usage below usage thresholds established in the existing service plan. The High Usage Charge is a separate element and applies independently of any unlimited plan rate tier.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.2 Local Exchange Service (Cont'd)

7.2.4 Residential Service (Cont'd)

B. Local Service Plans

All service plans are subject to the application of the High Usage Charge pursuant to Section 1.10, following, and to other charges pursuant to this tariff.

1. Basic Local Service Plan

A. Description

Basic Local Service Plan includes free local calling.

- Rate for IntraLATA & InterLATA calling is \$0.25 per minute.
- No free LD minutes, no free features

Features are available on an individual basis (see Section 1.3.4. for prices).

Eligibility: This plan is available to residential customers only. This plan is available for California Lifeline customers.

B. Rates and Charges

The Basic Local Service Plan is available at the monthly rates listed below, in addition to other applicable rates contained in this tariff.

Monthly Rate \$ 24.99 per line

All Zones

2. Basic Savings Plan

A. Description

Basic Savings Plan includes 60 untimed local calls.

- Calls 61 and over are charged at \$0.08 each
- No free LD minutes, no free features

Features are available on an individual basis (see Section 1.3.4 for prices).

Eligibility: This plan is available to residential customers only. This plan is available for California Lifeline customers.

B. Rates and Charges

The Basic Savings Plan is available at the monthly rates listed below, in addition to other applicable rates contained in this tariff.

Monthly Rate
All Zones \$ 21.99 per line

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.2 Local Exchange Service (Cont'd)

1.2.5 Free 1+ Long Distance

Local Service Plans that include free 1+ long distance minutes will be governed by the following rules and regulations.

- A. The per minute rate for all direct dialed, 1+ long distance or 1+ intraLATA toll calls is \$0.06 per minute unless otherwise noted, and applies to calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands and outside the customer's local (free) calling area. The duration of each call is rounded to the next full minute.
- B. Customer calls made with free minutes will be marked as FREE in the long distance portion of their the Company bill. Calls where free minutes are used for some portion of the call will be marked with a symbol based on the type of free minutes used. Unused minutes in a billing period are lost. The free minutes do not apply to calling card calls, operator assisted calls, and calls made to Directory Assistance.

7.3 Custom Calling Service

7.3.1 Description

Custom Calling Service is an optional service arrangement of central office services furnished to individual line and residence customers. It is available within the exchange area of all exchanges served by a central office where Company facilities and operating conditions permit.

7.3.2 Features

- A. Repeat Dialing Enables the customer to redial automatically the last outgoing telephone number. If the telephone number is busy, Auto Redial will keep trying to call the number for a maximum of thirty (30) minutes, beginning with the customer's activation of Auto Redial, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. Auto Redial is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have Auto Redial taken off its lines.
- B. Call Screen Enables the customer to block calls from pre-selected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list of up to 31 telephone numbers. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a recorded announcement.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

7.3.2 Features (Cont'd)

C. Call Forwarding - Enables the customer to transfer all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between his Call Forwarding-equipped telephone and the telephone to which the call is being forwarded.

Call Forwarding - Busy Line allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

Call Forwarding – Delayed Answer allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

Select Call Forwarding - Provides the customer with the ability to forward incoming calls from preselected telephone numbers to another telephone number. The customer may construct or modify a telephone number screening list. Selective Call Forwarding will screen incoming calls against the customer's list and forward only those calls from telephone numbers on the list. The maximum amount of telephone numbers available for each customer's list may vary depending on switch type. The Selective Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion.

Remote Access to Call Forwarding - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "*" and "#". All charges incurred to access the remote number will be billed appropriately.

D. Call Return - Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, Call Return will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Call Return in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. This service will not function if the calling party's telephone number has been Call Forwarded. Also, this service will not function from a line that does not have an associated telephone number, e.g., multi-line hunting groups. Call Return is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have the per use functionality taken off its lines.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

7.3.2 Features (Cont'd)

E. Call Trace - Enables the customer to initiate a trace of the last completed incoming call by dialing an activation code before receiving another call. If a trace is successful, Call Trace will record the incoming call detail (not the conversation). A successful trace cannot be made if the incoming call originates in a central office not equipped for Call Trace service. The customer will not be provided the results of the trace (i.e., the telephone number traced). Such call detail may be provided only to law enforcement authorities upon proper request.

For further action to be taken, the customer is required to contact the Company via the telephone number provided in the Call Trace announcement.

At its option or upon receipt of proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement using Call Trace or manual trap and trace where Call trace is not available at no charge to the customer when in the judgment of the Company or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property.

- F. Call Waiting Alerts a customer who is using his telephone that another caller is trying to reach him. Where facilities permit, Call Waiting subscribers may deactivate Call Waiting for the duration of one call. Call Waiting is automatically reactivated for the next originating or terminating call.
- G. Priority Ringing Provides the customer with a distinctive ring or distinctive Call Waiting tone (if the customer has subscribed to Call Waiting and Priority Ringing), when the customer is called from preselected telephone numbers. The customer can construct or modify a telephone number screening list. Priority Call will screen incoming calls against the customer's list and provide the distinctive ring for telephone numbers on the list.
- H. Speed Calling Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to eight (8) telephone numbers.
- I. Three-Way Calling Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
- J. Caller ID Service Display of Calling Number and/or Name on customer provided equipment. Available to Customers and End Users of the Company's local exchange service on local access lines only. Service includes:
- 1. Blocking Options for Caller ID Selective Blocking (*67) allows customers to block the delivery of their name and telephone number on a per call basis. Customers may control the display of their name and telephone number by dialing *67 (1167 on rotary dialing phones) before dialing the telephone number they are calling.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

7.3.2 Features (Cont'd)

Complete Blocking allows customers to have the Company block the delivery of their name and telephone number on all calls except those on which they elect to have their name and number delivered. Complete Blocking provides customers the capability to unblock their name and telephone number on a call by call basis by dialing *82 (1182 on rotary phones) before dialing the telephone number of the called party. By dialing *82, the presentation status is changed to public for that specific call.

- 2. Anonymous Call Rejection Anonymous Call Rejection will automatically stop all incoming calls from anonymous callers who have blocked their numbers. Callers will hear a message stating that the party they are calling does not accept anonymous calls. The service also allows the flexibility to turn the service on or off by dialing a code. The service is available with or without Caller ID and is provided at no additional charge for subscribers to Caller ID.
- K. Call Waiting ID Call Waiting ID allows customers to see the name and number of a second caller before the customer clicks over, so that the customer can decide whether or not to take the second call or return it later. Call Waiting ID requires subscription to Caller ID, Call Waiting as well.
- L. Multi-Line Hunting Service This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines, and is available to Business and Residential Customers. Customers may choose from one of the following hunt group arrangements:
- 1. Series Hunting The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.
- 2. Circle Hunting Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called.
- 3. Preferential Hunting Individual access lines in an access line hunt group may have an associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

7.3.3 Regulations

- A. The Company may furnish Custom Calling Service where there is available central office equipment with the proper program updates as determined by the Company.
- B. The Call Forwarding, Busy and Delayed Call Forwarding and Select Call Forwarding Service customer is responsible for the payment of applicable charges for each completed call between their call forwarding equipped line and the number to which the call is forwarded. This charge for local, message unit, zone calling units or dial station toll, applies to all forwarded calls that are answered at the number to which the calls are forwarded.
- C. Charges between the originating location and the call forwarding equipped line are applicable in accordance with regularly filed tariffs, local message units, zone calling units, dial station, operator station or person toll.
- D. Custom Calling Services may be provided to customers with tone dialing service.
- E. The quality of transmission of calls which are forwarded or on three-way calling may vary depending on the distance and the routing necessary to complete each call and normal transmission is not guaranteed on any forwarded call or three-way call.
- F. Remote Access to Call Forwarding requires a pre-assigned ten digit telephone number per switch capable of provisioning the service. The customer is also required to have a Personal Identification Number (PIN) which must be a minimum of four digits. The PIN is fixed by the customer service order.
- G. Customers must subscribe to Call Forwarding in order to subscribe to Remote Access to Call Forwarding. Remote Access to Call Forwarding is not available on Busy Call Forwarding, Delayed Call Forwarding or Select Call Forwarding.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

7.3.4 Rates and Charges

A. Features

- 1. Residential Service
- a. Bundled Services

The following feature rates apply to customers who Subscribe to one of the Company's bundled local exchange service offerings.

Feature	Monthly Rate
Repeat Dialing	\$ 3.75
Call Screen	\$ 3.75
Call Forwarding:	
- Call Forwarding	\$ 3.75
- Busy Line Call Forwarding	\$ 3.75
- Delayed Answer Call Forwarding	\$ 3.75
- Select Call Forwarding	\$ 3.75
- Remote Access to Call Forwarding	\$ 3.75
Call Return	\$ 3.75
Call Trace (per call)	\$ 4.75
Call Waiting	\$ 3.75
Priority Ringing	\$ 3.75
Speed Calling	\$ 3.75
Three-Way Calling	\$ 3.75
Caller ID	\$ 5.75
Multi-Line Hunting (each line)	\$ 3.75
Anonymous Call Rejection (w/o Caller ID)	\$ 2.75
Call Waiting ID	\$ 3.75

The following features are also available on a per use basis:

	Per Use Rate
Repeat Dialing	\$ 0.95
Call Return	\$ 0.95
Three-Way Calling	\$ 0.95

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

- 7.3.4 Rates and Charges (Cont'd)
- A. Features (Cont'd)
- 1. Residential Service (Cont'd)
- b. Unbundled Services

The following feature rates apply to customers who do not subscribe to one of the Company's bundled local exchange service offerings.

Feature	Monthly Rate
Repeat Dialing	\$ 4.75
Call Screen	\$ 4.75
Call Forwarding:	
- Call Forwarding	\$ 4.75
- Busy Line Call Forwarding	\$ 4.75
- Delayed Answer Call Forwarding	\$ 4.75
- Select Call Forwarding	\$ 4.75
- Remote Access to Call Forwarding	\$ 4.75
Call Return	\$ 4.75
Call Trace (per call)	\$ 5.75
Call Waiting	\$ 4.75
Priority Ringing	\$ 4.75
Speed Calling	\$ 4.75
Three-Way Calling	\$ 4.75
Caller ID	\$ 6.75
Multi-Line Hunting (each line)	\$ 4.75
Anonymous Call Rejection (w/o Caller ID)	\$ 3.75
Call Waiting ID	\$ 4.75

The following features are also available on a per use basis:

	Per Use Rate
Repeat Dialing Call Return	\$ 0.95 \$ 0.95
Three-Way Calling	\$ 0.95

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.3 Custom Calling Service (Cont'd)

7.3.4 Rates and Charges (Cont'd)

A. Features (Cont'd)

2. Business Service

Feature	Monthly Rate
Repeat Dialing	\$ 4.75
Call Screen	\$ 4.75
Call Forwarding:	
- Call Forwarding	\$ 4.75
- Busy Line Call Forwarding	\$ 4.75
- Delayed Answer Call Forwarding	\$ 4.75
- Select Call Forwarding	\$ 4.75
- Remote Access to Call Forwarding	\$ 4.75
Call Return	\$ 4.75
Call Trace (per call)	\$ 4.75
Call Waiting	\$ 4.75
Priority Ringing	\$ 4.75
Speed Calling	\$ 4.75
Three-Way Calling	\$ 4.75
Caller ID	\$ 7.75
Multi-Line Hunting (each line)	\$ 3.75
Anonymous Call Rejection (w/o Caller ID)	\$ 2.75
Call Waiting ID	\$ 4.75

The following features are also available on a per use basis:

	Per Use Rate	
Repeat Dialing	\$ 0.95	
Call Return	\$ 0.95	
Three-Way Calling	\$ 0.95	

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.4 Maintenance of Service

The Customer shall be responsible for the payment of all related charges for each service call by a Company employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point.

- 7.4.1 Standard Service Call Charge Applies for each dispatch during a normally scheduled workday where a technician is on duty. A normally scheduled workday is defined as 8AM to 5PM, Monday through Friday. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician. This charge also applies to dispatches during a normally scheduled workday where the technician(s) could not access the premises.
- 7.4.2 Emergency Service Call Charge Applies for each dispatch outside a normally scheduled workday where an off duty technician is called in to perform the work. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician.
- 7.4.3 NID Move Charge Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.

7.4.4 Rates and Charges

Charge Type	Rate
Trouble Ticket Trip Fee	\$ 75.00
Emergency Service Call Charge	\$300.00

NID Move \$100.00 plus Standard or Emergency charge

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.5 Telephone Directory Service

7.5.1 Listing Service

A. Description

The Company, through its interconnection agreement with AT&T California, will provide free telephone directory services to its Customers. This includes listings in the AT&T California White Pages directory and directory assistance database.

B. Regulations

- 1. Primary Listing Primary directory listing in both the AT&T California White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:
- a. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (i.e., John and Jane Doe), or for a person known by two first names.
- b. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
- c. In the case of a business line operating at a residence, a dual name listing may be provided as described in #A above.
- 2. White Pages Directory(s) This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.
- a. Directory Assistance Listing Service For customers who desire their telephone numbers to be omitted from the AT&T California White Pages directory, but NOT the directory assistance database.
- b. Non-Published Service For customers who desire their telephone number to be omitted from the AT&T California White Pages directory, as well as the directory assistance database.
- 3. Additional Listing An additional listing tied to the same number and address as the primary listing. For residential customers, the listing may be the names of members of the customer's family or of other persons residing in the customer's household. For business customers, additional listings may be requested for such things as names of partners or members of the firm, officers of a corporation, or the names of employees of the customer.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.5 Telephone Directory Service (Cont'd)

7.5.1 Listing Service (Cont'd)

B. Regulations (Cont'd)

- 4. Lines of Information Extra line material may be provided in the alphabetical directory when, in the opinion of the Company, it facilitates the use of telephone service. Ordinarily, an extra line will be provided only when a customer has more than one listed telephone. An extra line consists of five words or any fraction thereof. When a customer needs more than five words to properly direct calls, he may arrange for two or more extra lines. If the customer requests separate lines consisting of less than five words, the extra listing charge applies to each line. If two items of supplemental address information appear on the same line, two extra listing charges apply.
- 5. Foreign Listing Used when a customer desires a listing in a directory published in an exchange other than the exchange serving the customer.

C. Rates and Charges

	Monthly Rate
Additional Listings, including Foreign Listings	•
- Each business listing	\$ 1.70
- Any individual residing at a residence or	
listed at the residence, each listing	\$ 0.80
- Reference to service of same customer, each listing	\$ 0.50
- Reference to service of another customer, each listing	\$ 0.50
Lines of Information - Other information in addition to a listing, each line: Business Residence	\$ 1.70 \$ 0.80
Non-Published Service, each service	
Business	\$ 1.00
Residence	\$ 0.30
Directory Assistance Listing Service, each listing	\$ 0.15

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

- 7.5 Telephone Directory Service (Cont'd)
- 7.5.2 Local Directory Assistance Service (1-411)
- A. Description

A service provided to Customers and Users of the Company's local exchange service that allows them to obtain directory assistance by calling the Directory Assistance operator.

- B. Regulations
- 1. Directory Assistance charges apply for all requests for which the Company's facilities are used. A maximum of three requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
- 2. Non-published telephone numbers are not available from Directory Assistance Service.
- 3. No credit will be given for requested numbers that are non-published, or for requested telephone numbers that are not found in the directory.
- C. Rates and Charges

Per Use Rate

Each direct dialed call to Directory Assistance \$ 1.99

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.6 Operator Services

7.6.1 Operator Handled Calling

A. Description

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Operator Handled Calling Service is provided to Customers and Users of the Company's local exchange service. In addition to charges that would otherwise apply pursuant to other Sections of this Tariff, each operator call will be assessed a charge(s) as set forth within.

- 1. Person-to-Person Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party.
- 2. Station-to-Station Operator assisted calls other than Person-to-Person, including intraLATA collect and third party billed calls. Collect calls to coin telephones and transfers of charges to coin telephones will not be accepted.

B. Rates and Charges

In addition to applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person \$ 4.00 per call Station-to-Station \$ 1.55 per call

7.6.2 Local Operator Verification/Interrupt Service

A. Description

Where facilities and operating conditions permit, the Company's Toll Operators may verify a busy line condition and/or interrupt a conversation in progress at the calling party's request.

No charge will apply to the following:

- When the operator finds the called telephone line to be out of order.
- To place a call to or from any public agency whose responsibility it is to provide or renderemergency aid.

B. Rates and Charges

	Per Use Rate
Busy Line Verification, per verification	\$ 1.20
Busy Line Interruption, per interruption	\$ 1.25

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.7 Non-Recurring Service Charges

7.7.1 Description

Service charges may apply to all residential and business customers who request release of records, a move, addition and/or change of certain types of telecommunications services. Service charges may also apply to customers whose service has been disconnected per Rule No. 10 of this tariff.

7.7.2 Non-Recurring Service Charges

Service charges may apply to all residential and business customers who subscribe to any of the Company's local service plans or request a move and/or change of certain types of telecommunications services.

- A. The Installation Charge is a per order, nonrecurring charge that applies as follows:
- 1. Installation of local exchange service to a customer's premises for the first time.
- 2. Installation of additional local exchange access lines to a customer's premises.
- 3. A change in location of customer's equipment or service from one premise to another.
- 4. A restoration of service due to suspension/disconnection from nonpayment of bill for telecommunications services.
- B. No installation charges will apply to customers who change their local calling plans.
- C. An Order Processing Fee applies as follows, on a per order basis:
- 1. A telephone number change made at the customer's request.
- 2. A change to/from the company's Regional Service.
- 3. The addition or deletion of any Custom Calling Feature listed in Section 1.3 or Toll Restriction Service listed in Section 1.8.
- 4. A change of bill cycle dates made at the customer's request.
- 5. The splitting of single accounts into multiple bills at the customer's request.
- 6. Changes to customer service plan that have not been solicited by the Company.
- 7. A name change, at the customer's request, to the account name, Caller ID, or the directory listing.
- D. A Reconnect Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services.
- E. A Release of Records Fee will be applied upon supplying the subscriber with the subscriber's call detail information. A Release of Records is not a copy of the customer's invoice. Records include numbers called, duration of calls, and timing of such calls from incoming and outgoing of local, long distance, international, and operator service calls. A Release of Records is \$25.00 per customer request for up to 3 months of Records.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.7 Non-Recurring Service Charges (Cont'd)

- F. A Referral Message Fee applies to active Customers who request a referral message as a result of a telephone number change or disconnection of a telephone number.
- G. A Duplicate Invoice Charge will be applied on a per invoice basis to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company, within 15 days of the issuance of the bill, that the original bill was not received. If a Customer or the Customer's representative, thereafter, requests additional copies of bills, a charge will apply for each requested bill.

7.7.3 Rates and Charges

Service Charge Type	Residence	Business
Installation Charge	\$ 39.00	\$ 67.00
Reconnect Fee	\$ 40.00	\$ 74.00
Order Processing Fee:		
Telephone Number Change	\$ 25.00	\$ 9.50
All Others	\$ 25.00	\$ 9.50
Release of Records Fee	\$ 25.00	\$ 25.00
Referral Message Fee	\$ 10.00	\$ 10.00
Duplicate Invoice Charge, per invoice	\$ 5.00	\$ 5.00

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.8 Toll Restriction Service

7.8.1 Description

An optional, central office activated, service which prohibits anyone from originating a direct dialed (1+) or an operator assisted (0 or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement which will inform the user that long distance calls are restricted from that line.

- 7.8.2 Toll Restriction Service will be provided as follows:
- A. Toll Restriction Service can be placed on any the Company local access line where the customer has subscribed to one of the Company's local service plans.
- B. Any local access lines with Toll Restriction Service ARE eligible for any free 1+ minutes allowable under the Company's Toll/Long Distance Promotion.
- C. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.
- D. Toll Restriction Service will not be provided on PBX trunks, at such time as the Company offers PBX-type service.
- E. Toll Restriction Service is subject to availability in the central office serving the Company customer.
- F. The types of outbound long distance calls that are restricted are as follows:
- 1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxx-xxxx) (1+xxx-xxxx) (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).
- 2. Any local or long distance 0+ or 0 call, even in the event of an emergency. Examples include (0+Area Code+xxx-xxxx) (0+xxx-xxxx) (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).
- 3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).
- 4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
- 5. Any call to an emergency telephone number if it is a long distance call.
- G. The Customer indemnifies and saves harmless the Company from any and all claims, losses and damages that may be caused by Toll Restriction Service.

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7.0 LOCAL EXCHANGE SERVICES (Cont'd)

7.9 Public Switched Network Recovery Charge

The Public Switched Network Recovery Charge is a monthly recurring charge which is applied on a per customer access line basis. This fee is intended to recover costs to access the public switched network for local service.

Monthly Rate: \$ 1.33

Applicable to all Residential and Business service plans on a per line basis.

7.10 High Usage Charge

Applicable to all Residential service rate plans; per minute of use (MOU) in excess of 6,000 MOUs during any consecutive thirty-day period.

Rate Per MOU: \$0.0025

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8. GRANDFATHERED PLANS

8.1 Business

NONE

8.2 Residential

NONE

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Counsel

Counsel Effective: February 15, 2018

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9. PERMANENT OFFERS

9.1 Business

NONE

9.2 Residential

NONE

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Val Ilchenko