

U.S. TelePacific Corp.  
d/b/a TPx Communications  
515 Flower Street, 47th Floor  
Los Angeles, CA 90071  
(U-5721-C)

Schedule Cal. P.U.C. CLC 7-T  
Original Cal. P.U.C. Title Sheet

**Competitive Local Carrier Tariff**

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***This tariff, U.S. TelePacific Corp. d/b/a TPx Communications, Schedule Cal. P.U.C. No. 7-T, replaces the U.S. TelePacific Corp. d/b/a TelePacific Communications, Schedule Cal. P.U.C. No. 6-T, currently on file with the California Public Utilities Commission.***

Tariff Schedules

Applicable to

Resold and Facilities-Based

Intrastate Local Exchange

Telephone Services

of

U.S. TelePacific Corp. (U-5721-C)

d/b/a

TPx Communications

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Advice Letter No. 342  
Decision No.

Issued by:  
Nancy E. Lubamersky  
VP - Public Policy

Date Filed: June 27, 2017  
Effective: June 29, 2017  
Resolution No.:

**Competitive Local Carrier Tariff**

TARIFF CHECK SHEET

Current sheets in this tariff schedule CLC 7-T are as follows:

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>
	Original		31	Original		62	Original
1	5 <sup>th</sup> Revised	*	32	Original		63	Original
2	Original		33	Original		64	Original
3	Original		34	Original		65	Original
4	Original		35	Original		66	Original
5	Original		36	Original		67	Original
6	Original		37	Original		68	Original
7	Original		38	Original		69	Original
8	Original		39	Original		70	Original
9	Original		40	Original			
10	Original		41	Original			
11	Original		42	Original			
12	Original		43	Original			
13	Original		44	Original			
14	Original		45	Original			
15	1 <sup>st</sup> Revised		46	Original			
15.1	Original		47	Original			
16	Original		48	Original			
17	Original		49	4 <sup>th</sup> Revised	*		
18	Original		50	Original			
19	Original		51	Original			
20	Original		52	2 <sup>nd</sup> Revised			
21	Original		53	Original			
22	Original		54	Original			
23	Original		55	Original			
24	Original		56	Original			
25	Original		57	1 <sup>st</sup> Revised	*		
26	Original		58	Original			
27	Original		59	Original			
28	Original		60	Original			
29	Original		61	Original			
30	Original						

\* Indicates new or changed material

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Schedule Cal. P.U.C. CLC 7-T  
Original Cal. P.U.C. Sheet No. 2

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ISSUING AND CONCURRING CARRIERS

Issuing Carriers

U.S. TelePacific Corp. d/b/a TPx Communications (U-5721-C)

Concurring Carriers

Arrival Communications, Inc. d/b/a TPx Communications (U-5248-C)

DSCI LLC d/b/a TPx Communications (U-6822-C)

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Schedule Cal. P.U.C. CLC 7-T  
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PRELIMINARY STATEMENT

U.S. TelePacific Corp. d/b/a TPx Communications (the “Company”) has been granted authority by the California Public Utilities Commission (“Commission”) to provide resold and facilities-based competitive local exchange, InterLATA, and non-local exchange intraLATA services within the State of California. This tariff schedule contains effective rates and rules together with information relating to and applicable to intrastate local exchange service provided by the Company in California.

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition that may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule 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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SERVICE AREA MAP

The Company has been authorized by the CA P.U.C. to provide resold and facilities based local exchange service within the areas of the State of California. The Company concurs in the boundary exchanges of the ILECs.



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RULES

Rule 1 - Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

**Abbreviated Dialing:** Provides the capability of dialing between remote offices with fewer digits (2-6 Digits).

**Applicant:** The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

**Base Rate Area:** The term "base rate area" means a closely built up section of an exchange area as shown in the effective and current tariffs of the Incumbent LECs.

**Business Hours:** The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

**Call Forward Busy:** Forwards all calls when the user is off-hook and a busy signal is encountered.

**Call Forward Don't Answer:** Forwards all calls after a pre-designated number of rings if the user does not answer.

**Call Forward Don't Answer Change Time:** Allows a user from an internal telephone set to change the amount of seconds a phone rings before it forwards to a designated number or voice mail box.

**Call Forward Variable:** Lets the user activate and deactivate Call Forwarding and change the forward-to number from the user's base station only.

**Call Hold:** Allows a station with a standard analog set to hold one active call indefinitely. By depressing the telephone switch-hook (or flash button) during a conversation, and dialing the call hold activation code, Call Hold allows the user to temporarily leave the call, and then return by dialing the code again.



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RULES

Rule 1 – Definitions (Cont'd)

**Call Park:** Permits a call to be parked against any directory number in the customer group. A parked call can be retrieved from any phone within the customer group by dialing the feature-access code and the directory number of the station against which the call is parked.

**Call Pickup Group:** Permits incoming calls to be answered from any station set within a defined call pickup group. Users can answer any ringing phone in their designated Call Pickup group simply by dialing the call pickup code. The feature gives a single-line phone multi-line flexibility without the added expense of multi-line sets.

**Call Transfer:** Permits an active call to be transferred to another line.

**Call Waiting:** Call Waiting sends a special tone alert to the user that a second call is trying to get through. The feature can be applied to only calls from outside, only internal calls or all calls. The user can end the current call and answer the second call, or put the active call on hold, retrieve the second call, consult with the second caller privately, then return to the original call just by flashing the switch-hook. Only one line is needed, even though two call paths are active.

**Caller ID:** Shows the name and number of the calling party on your Caller ID telephone or display unit before you pick up the phone. The name and number displayed are those associated with the line from which the call is made. Caller ID is not available in all areas or on all calls. Some calls may be blocked or otherwise unavailable.

**Caller ID on Call Waiting:** The feature shows the name and number of the incoming party while the user is on another call.

**Calling Party Number (CPN):** Denotes the signaling parameter that identifies the subscriber line number or directory number of the calling party.

**Cancel Call Waiting:** Allows users to selectively turn off Call Waiting when they don't want to be interrupted. This feature is recommended whenever a user plans on using the line for data calls because a call waiting tone can disrupt data transmission.

**Charge Number (CN):** Denotes the signaling parameter that identifies the billing telephone number of the calling party.

**Commission:** The term "Commission" means the Public Utilities Commission of the State of California.

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RULES (Cont'd)

Rule 1 – Definitions (Cont'd)

**Company:** The term "Company" or "Utility" means U.S. TelePacific Corp. d/b/a TPx Communications.

**Day:** The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays. In all other cases, unless otherwise specified, the term "day" means calendar day.

**Delinquent or Delinquency:** The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

**Digit Manipulation Additional Trace Routes:** This feature provides number transition capability for a customer converting business lines to a Super Trunk or PRI Service. This feature allows ported or newly assigned number to be pulsed through the PBX.

**End User Common Line Charge (EUCL):** A fee paid to be connected to the telephone network.

**End User Connection Charge (EUCC):** A fee on IP-enabled voice services to make and receive calls, regardless of the facilities used to connect to the Company switch.

**Evening:** The term "Evening," when used for purposes of applying rates, means 5:00p.m. to 11:00p.m., Monday through Friday, including Holidays.

**Foreign Exchange:** A telephone number that is issued outside of the Customer's normal calling area (NPA) and delivered as a physical line to the Customer's main location.

**Holiday:** The term "Holiday" means New Year's Day (January 1), President's Day (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

**Frozen/Grandfathered Service:** The term "Frozen /Grandfathered Service" applies to an obsolete and/or outdated service the Company no longer wishes to provide. The Freezing/Grandfathering of a service is the Company's method of managing a tariffed service offering prior to ultimately discontinuing service or changing existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

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RULES (Cont'd)

Rule 1 – Definitions (Cont'd)

**Incumbent LEC:** The term "Incumbent LEC" means any of the following local exchange carriers: AT&T (fka Pacific Bell), Frontier (fka Verizon), Frontier (fka Citizens), and Consolidated Communications of California (fka SureWest).

**Internet Protocol (IP) Signaling:** Denotes a packet data-oriented protocol used for communicating call signaling information.

**Local Calling Area:** The term "Local Calling Area" means either: (i) the Zone 1 and Zone 2 areas of the ZUM rate area in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs; or (ii) in the case of Subscribers not located in a ZUM rate area, the extended service areas in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs.

**Local Access Transport Area ("LATA"):** The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

**Multi-Frequency (MF) Signaling:** Denotes an in-band signaling method in which call signaling information is transmitted between network switches using the same voice band channel used for voice.

**Multiple Call Pickup Group:** This feature is similar to Call Pickup Group in that it allows a user to designate specific phones that can be added to already established call pickup groups so that they have the ability to access multiple call pickup groups.

**Night:** The term "Night," when used for purposes of applying rates, means 11:00p.m. to 8:00a.m., Monday through Friday, including Holidays.

**Non-Published or Unlisted Service:** The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

**OneCentral:** A feature-rich web-based interactive customer portal service designed to enhance a Customer's access to billing information. The portal provides TPx customers with online invoice viewing capabilities, and access to download call detail records in Portable Document Format - "PDF" and Comma Separated Values - "CSV" formats. A customer may use the electronic CSV raw data information to customize reports, analyze usage, and evaluate their telecommunications needs.

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RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

Out of Rate Center Numbers – Block of 100 Sequential DID Numbers: The term means a Customer may purchase a block of 100 sequential numbers that are out of Rate Center where the customer currently resides and have the non-ported DID numbers pointed to their main location. The block of 100 numbers are assigned in sequential order.

Out of Rate Center Numbers – Single DID Numbers: The term means a customer may purchase single DID numbers out of the Rate Center where the customer currently resides and have it pointed to their main location. This feature allows for the porting of numbers.

Remote Access to Call Forwarding (RACF): This feature allows a user at a remote location to activate/deactivate the Call Forwarding feature. The user gains remote access to the Call Forwarding feature from a touch-tone telephone at a remote location. The RACF feature uses an announcement system to provide interactive voice message prompting, which allows Customers to verify the forwarded-to directory number.

Remote Call Forward/(RCF): Remote Call Forward allows a customer to receive calls in an area other than their own by forwarding them to any number they specify, thus creating a 'local presence' for their business.

Six-Way Conference Calling: This feature allows a non-attendant station to sequentially call up to five other parties after dialing the access code and add them together to make 6-way call. The procedure followed by the subscribing party after dialing the access code consists of calling each party, consulting privately, and then flashing the switch-hook to add each to the group already connected. A further flash by the subscriber provides new dial tone, the ability to dial the next party and, after a final flash, join the multiparty connection.

Speed Call 8: Completes a call by dialing just one digit. Simply pre-program up to 8 telephone numbers with the associated one digit code.

Speed Call 30: Completes a call by dialing just two digits. Simply pre-program up to 30 telephone numbers with the associated two digits.

Station-to-Station Single-Rate Center Dialing: Allows callers within one office location to dial an abbreviated amount of digits to reach another person. The abbreviated amount of digits can range from two to six digits.

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RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

Station-to-Station Multi-Rate Center Dialing: Provides companies that have multiple locations (not located within the same rate centers) the ability to dial an abbreviated amount of digits to reach people at the other locations.

Subscriber or Customer: The term "Subscriber" means the firm, company, corporation, or other entity that contract for service under this tariff or a special contract and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Three-way Conference Calling: Allows a station in the talking state to add a third party to the call without operator assistance.

Time of Day Feature Activation/Deactivation: Allows a user the ability to specify the activation/deactivation settings of the Call Forward Variable feature by time of day and day of week.

Rule 2 - Description of Service

- A. The Company provides business local exchange telephone services between points within the base rate areas of local exchanges served by the Incumbent LECs as shown on the Company's maps contained herein or as incorporated by reference herein.
- B. Demarcation
- The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of AT&T (Pacific Bell).<sup>1</sup>
- C. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.

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<sup>1</sup> See: AT&T (Pacific Bell) Cal. P.U.C. Schedule No. A2.2.1.20

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RULES (Cont'd)

Rule 2 - Description of Service (Cont'd)

D. Directories and Directory Listings

The Company does not publish a directory or provide other similar listings of its customers. However, the Company will arrange for customers, other than customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier, subject to the availability of such listing services to the Company's customers.

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs.
- C. In the event the Company accepts an oral or written request for service, the Company will, within 10 days of initiating the service order, confirm the services ordered and itemize all charges that will appear on the customer's bill. The letter will be in the language in which the sale was made.
- D. At the expiration of the initial term specified in each service agreement/order, or in any extension thereof, service shall automatically renew for successive periods of one year each at the then current rates unless terminated by either party in accordance with the Terms and Conditions of the service agreement/order. Any termination shall not relieve the customer of its obligations to pay any charges incurred under the service agreement/order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service agreement/order, shall survive such termination.

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RULES (Cont'd)

Rule 3 - Application for Service (Cont'd)

- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any non-recoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or non-recoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial upon request.
- G. Modification of an Application/Order for New or Additional Services by an Applicant/Customer.  
  
Installation charges apply.

Rule 4 - Contracts

- A. Deviations from the rates, terms, and conditions specified in this tariff schedule are not permitted except by special contract filed and approved by the Commission.
- B. Each contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction."

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RULES (Cont'd)

Rule 5 - Special Information Required on Forms

A. Customer Bills

The Company will be clearly and conspicuously identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with a mailing address (or an email address if the Subscriber has agreed to communicate via electronic media) where the Subscriber may write. Each bill for telephone service will contain notations concerning the following areas:

1. When to pay the bill;
2. Billing detail including the period of service covered by the bill;
3. Late payment charge and when applied;
4. How to pay the bill;
5. Questions about the bill;
6. In addition to the above, each bill may include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within fifteen (15) business days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company."

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(L)

*Material previously located on this page now appears on Page 15.1*



**Competitive Local Carrier Tariff**

RULES (Cont'd)

Rule 5 - Special Information Required on Forms (Cont'd)

(L, C)

A. Customer Bills (Cont'd)

7. In addition to the above, bills will include the following statement:

*“If you believe there is an error on your bill or have a question about your service, please call **TPx Communications** customer support at (877) 487-8722.*

*If you are not satisfied with **TPx Communications**’ 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*

*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.*

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

*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.”*

(L, C)

*Material appearing on this page was previously located on Page 15.*

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

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RULES (Cont'd)

Rule 7 - Deposits

- A. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as 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 Subscriber's credit history at anytime to determine if a deposit is required.
- B. Amount: The amount of the deposit for services will be determined at the time such service(s) is requested.
- C. Nondiscrimination: Deposit requirements will not be 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.
- D. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 120 calendar days after the discontinuance of service, or after 12 months of timely payment, whichever comes first. At the Company's sole discretion, deposits may be refunded after six (6) consecutive months of timely payments by the Customer.
- E. Interest: Interest will be added to the monthly, unused deposit balance using the simple annual interest rate based on the 3-month financial commercial paper rate published by the Federal Reserve Board on November 30<sup>th</sup>, of the prior year.

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RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.

An electronic notice may be provided if a Subscriber has agreed to receive notice in that manner. Electronic notice is complete upon successful transmission.

2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber.

1. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No customer notice is required for minor rate increases or for rate decreases. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

2. Method of Applying Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers.

The charge for each fractional minute for each call is rounded to the next cent.

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RULES (Cont'd)

Rule 8 – Notices (Cont'd)

C. Discontinuance of Service

1. Subscribers 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, unless the Company, at its sole discretion, requests written notification of discontinuance of service from the customer. Actual termination may not occur until thirty (30) days after receipt of that notification or the end of the then current term of the customer's service agreement, whichever is applicable.
2. Notices to discontinue service for nonpayment of bills will be provided in writing to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
  - a. The Company's name;
  - b. The name and address of the Subscriber and the telephone number(s) associated with the delinquent account;
  - c. Information sufficient for the Subscriber to identify what service(s) are to be terminated and the delinquent amounts.
  - d. The time or date by which payment or arrangements for payment must be made in order to avoid termination.
  - e. The toll-free telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
  - f. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries
3. The notice and disconnection requirements of Rule 8 and Section B. of Rule 11 do not apply where the Subscriber's acts or omissions demonstrate an intention to defraud the Company or threaten the integrity or security of the company's operations or facilities.

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Original Cal. P.U.C. Sheet No. 20

**Competitive Local Carrier Tariff**

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RULES (Cont'd)



Date

Customer Name

Customer Address

**INTERRUPTION NOTICE**

Acct No: XXXXXX

Re: Temporary Service Disconnect

Dear Valued Customer:

Your account is seriously past due. A direct payment transfer or remittance for \$XXXX must be made before the close of business [mm/dd/yyyy] to avoid disconnection.

**Please be sure to include all assessed late charges with your payment.**

**Call us immediately!** If you wish to make payment arrangements or you feel that this notice is not correct, please contact our Customer Financial Services Department at (800) 814-4180.

In the absence of payment arrangements, your service will be disconnected on [mm/dd/yyyy].

Sincerely,

TPx Communications  
Customer Financial Services  
(800) 814-4180

**NOTE: Service will be permanently disconnected approximately 7 days after the scheduled date of temporary disconnection, unless special arrangements to postpone or resolve the past due balance have been made. If service is permanently disconnected, application for new service is required; including payment for service connection charges, the delinquent amount due and any required deposit before service can be re-installed.**

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Advice Letter No. 342  
Decision No.

Issued by:  
Nancy E. Lubamersky  
VP - Public Policy

Date Filed: June 27, 2017  
Effective: June 29, 2017  
Resolution No.:

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 8 – Notices (Cont'd)

D. Privacy

The Company is restricted from releasing nonpublic customer information in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will, in accordance with the provisions below, furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, 900 and other Toll Free numbers may result in disclosure of the Subscriber's telephone number to the called party.

TPx complies with FCC Regulations and Section 222 of the Telecommunications Act by not divulging CPNI. An "Opt Out" procedure is also available for customers who want TPx blocked from accessing their account information.

E. Other

On request the Company will provide the following information:

1. The California Public Utilities Commission identification number or its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the California Public Utilities Commission to verify its authority to operate
3. A copy of the Consumer Protection Regulation adopted by the California Public Utilities Commission applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A subscriber may have 15 days from the due date to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five 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.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for intrastate services furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month backbilling period.<sup>1</sup> In case of Subscriber fraud this limitation on backbilling does not apply.

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<sup>1</sup> Clarification effective as of March 2, 2011: Pursuant to Decision (D.) 87-09-017 and D. 88-09-061 in CPUC Docket No. 85-09-008, this backbilling limitation does not apply to bills rendered for access services furnished to other carriers.



**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills (Cont'd)

G. OneCentral

TPx uses One Central as its default billing arrangement.

H. CD Billing

A customer may request his monthly bill on a compact disk (CD). At the Company's option, CD billing will be provided at the monthly rate of \$50.00 per month.

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection in accordance with the Company's tariff. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

- A. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
- B. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
- C. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
- D. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
- E. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
- F. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The Subscriber is responsible for payment of all charges incurred for the period during which services is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the non-prevailing party may be liable for reasonable court costs and attorney's fees as determined by the commission or by the court.
2. Nonpayment of a disputed amount after 7 calendar days past the date the Company notifies the Subscriber in writing of the results of its investigation denying any part of the Subscriber's dispute.
3. A violation of, or failure to comply with, any regulation governing the furnishing of service.
4. In accordance with the provisions of Rule 16.
5. Failure to post a required deposit or guarantee.
6. In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
7. Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
8. Any violation of the conditions governing the furnishing of service.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

B. Discontinuance by the Company (Cont'd)

9. Any Subscriber or authorized user of the Subscriber's service who, with intent to annoy, presents him/herself in person at any Company office and addresses to or about any person, including Company personnel, any obscene language or addresses to such person, any threat to inflict injury to the person or any family member, or to the property of the person or of the Company.
10. Immediately and without notice, in any case where the Subscriber's acts or omissions demonstrates an intention to defraud the Company, or threaten the integrity or security of the Company's operations or facilities.
11. Except for discontinuance pursuant to subsections herein, service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on a Saturday, Sunday, Legal Holiday, or any other day when the Company's offices are not available to facilitate reconnection.

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. Installation charges will apply.

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours in the Company's business office at 515 S. Flower Street, 47th Floor, Los Angeles, California 90071-2201.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs. A copy of this tariff may also be downloaded from the Company's website at <https://www.tpx.com/legal/tariffs>.
- C. Questions regarding this tariff may be directed to the Company's Customer Service Department at 877-487-8722 (toll free)

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance.

Rule 14 - Limitation of Liability/Allowances for Interruption

A. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. 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.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, 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 an amount equal to the pro rated charges to the Subscriber 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 Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 14 - Limitation of Liability/Allowances for Interruption (Cont'd)

A. Liability of the Company (Cont'd)

6. Subject to Section A.3 of this rule, 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:
  - a. 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 occurred.
  - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
  - c. 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.
  - d. 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.
  - e. For listings 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 which the error occurred.
7. 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 conversation or Customers' service.

8. 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.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 14 - Limitation of Liability/Allowances for Interruption (Cont'd)

B. Allowance for Interruption

1. An interruption period begins when an inoperative service is reported to the Company and the service is released for testing and repair and ends when the service is operative.

The total credit allowance available to the customer regardless of the number of service interruptions within a given billing period shall not exceed 100% of the monthly rate for the affected service. The interruption period is calculated based on the start and stop time of the service interruption as determined by the Company.

If the customer notifies the Company that the service is inoperative within 4 hours after the Company's notification that the service is repaired, the time from the notification to the Company until the trouble is cleared will be added to the interruption period and will be subject to the appropriate service interruption credit and limitation. If the customer does not notify the Company that the service continues to be inoperative within 4 hours after notification that the service is repaired, no additional credit shall be given.

A credit allowance for service interruptions will be made under the following circumstances. The customer must request the credit for the service interruption within 30 days following the interruption. A credit allowance is available on a per interruption basis subject to the limitation that, regardless of the number of service interruptions within a billing period, credit allowances will not exceed 100% of the monthly rate for the service.

For each interruption, the following credit applies:

<u>Service Interruption</u>	<u>Credit Allowance Applied to Customer's Bill</u>
Less than 4 hours	0
Each hour or major fraction thereof after the first four (4) hours	1/720 <sup>th</sup> of the monthly service rate

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 14 - Limitation of Liability/Allowances for Interruption (Cont'd)

B. (Cont'd)

2. No credit allowance for service interruptions will be made under the following circumstances.
  - a. Interruptions caused by the negligence of the customer.
  - b. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
  - c. Interruptions of a service during any period in which the Company does not have access to the premises where the service is located.
  - d. Interruptions of a service when the customer has released the service to the Company for maintenance purposes, to make rearrangements or for the implementation of an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
  - e. Interruptions of service that are planned service interruptions. A planned service interruption is a service interruption that is required to facilitate network maintenance or upgrades. The Company shall use reasonable efforts to notify the customer one week in advance when a planned service interruption is scheduled to take place. In the event an emergency should arise, the Company will attempt to notify the customer of a planned service interruption as far in advance as possible.
  - f. Interruptions of service when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
  - g. Interruptions caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
  - h. Interruptions of service during periods of temporary discontinuance of service as specified in the Company's applicable tariffs.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 15 - Interference/Impairment or Unlawful Purposes for Use of Service

Any customer whose usage interferes or impairs the Company's network or other customers' services will be notified in writing that they must take action to modify their usage or purchase additional services necessary to relieve the problem. If the problem is not corrected within 5 days, the Company reserves the right to discontinue service without further notice. A service may be discontinued without notice if circumstances arise which result in preventing, obstructing or delaying the telephone service of others.

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.



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RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the PUC include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the Company'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 used 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 facilitation of illegal acts, but 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.
- "2. Any person aggrieved by any 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 for 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 customer the utility shall promptly restore such service.

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RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

"APPENDIX `B`"

- "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.
- "5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer 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 customer 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 customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event 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 customer. 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.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

"APPENDIX `B'

- "8. The term `person,' as used herein, includes a customer to communications service, an applicant for such service, a corporation, a company, a 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."

For the information of the Company's Subscribers, the address of the Commission's office is:

Public Utilities Commission  
Consumer Affairs Branch  
State Building  
505 Van Ness Avenue, Rm. 2003  
San Francisco, California 94102  
e-mail: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov)

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 17 - Non-published Service; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, 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"

Non-published Service

- a. Definition of non-published 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 non-published information.

- b. Agencies authorized to receive information:

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

- (1) An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or

Prosecute violations of the criminal laws of the United States; or

Enforce civil sanctions which are ancillary to criminal statutes; or

Conduct investigations into matters involving the national security of the United States; or

Protect federal or foreign officials; or

Protect public health and safety; or

Conduct emergency rescue operations.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 17 - Non-published Service; Release of Information (Cont'd)

- b. Agencies authorized to receive information:
- (2) Any public health agency of the State of California or of a city, county, or other local government.
  - (3) County or city 911 projects.
  - (4) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
  - (5) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
  - (6) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- c. Procedure for release of non-published information to authorized agencies.
- (1) A telephone utility shall only provide non-published information to persons within authorized agencies who are either:  
  
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  
  
Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or  
  
Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or  
  
Employees or a county or city 911 project when acting in an official capacity; or  
  
Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 17 - Non-published Service; Release of Information (Cont'd)

- c. Procedure for release of non-published information to authorized agencies. (Cont'd)
- (2) Non-published 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 non-published 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, non-published information. The written request for the non-published information must be signed by the head of the agency or by a previously designated person and the request must state that the non-published information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- (3) Non-published 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 non-published 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, non-published information. The telephonic request for non-published information must be made by the head of the agency or by one of the previously designated persons.

The non-published information requested by telephone shall be provided by the utility only on a call-back 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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RULES (Cont'd)

Rule 17 - Non-published Service; Release of Information (Cont'd)

d. Notification to Customer

- (1) The telephone utility shall not notify a customer regarding the release of customer's non-published information unless the customer contacts the utility and specifically requests to know whether their non-published information has been released.
- (2) When a customer inquires of the utility whether their non-published 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 non-published 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 non-published 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 non-published 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 non-published 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 non-published 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 violate a client's or contact's right of privacy and confidentiality.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 17 - Non-published Service; Release of Information (Cont'd)

f. Release of Information to Interexchange Carriers

The utility will provide non-published information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in the Company's carrier access tariff schedule as set forth in this tariff or incorporated by reference herein.

g. Retention of Records

All written documents pertaining to non-published 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 Sales Efforts

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



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RULES (Cont'd)

Rule 18 - Credit Information and Calling Records; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, requires that the Commission 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 Nos. 92860 and 93361, Case No. 10206 is quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

(1) Credit Information

A customer's credit information is the information contained in the customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published customer information, or customer'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 customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 18 - Credit Information and Calling Records; Release of Information (Cont'd)

b. Release of Customer Credit Information and Calling Records

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

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

or

- (3) Upon receiving permission of the customer to release the information.

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RULES (Cont'd)

Rule 18 - Credit Information and Calling Records; Release of Information (Cont'd)

c. Deferral of Notification

- (1) Notification to the customer 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 sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the customer 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 customer would impede 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, by 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 customer.

d. Exception to Procedure for Release of Credit and Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

Records of requests 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 customer is notified in writing of the request. A copy of the letter of notification which was sent to the customer shall also be retained for a like period of one year.

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RULES (Cont'd)

Rule 19 - 911 Emergency Service

- A. End users may access 911 emergency service over the Company's facilities at no charge to Subscribers or end users.
- B. Subject to the availability and continuation of such service from the underlying facilities-based carrier (if not the Company), a residential telephone connection shall continue to have access to 911 emergency service irrespective of whether it has contracted service from the Company, or carries debt owed to the Company.
- C. It is the Multi-Line Telephone customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address information to the 911 database administrator. Once the Multi-Line Telephone customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Utility to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Utility will deliver ANI to the PSAP at a station level behind a Multi-Line Telephone System.

Rule 20 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$25.00 will be added to the amount due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 21 - Discounts for Qualifying Public Service Agencies

Pursuant to Commission Decision No. 96-10-066, Resolution T-16542 and other related rulings, the Company may provide certain services at discounted rates to qualified public service agencies. The provision of discounted services is contingent on the continued availability to the Company of funding from the California Teleconnect Fund established by that decision. Eligibility criteria and the identification of services and discounts available under this rule are specified in Commission Rules and Decisions. Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

If the Executive Director of the California Public Utilities Commission (CPUC) determines that there are insufficient funds to reimburse the Utility for its claims against the California Teleconnect Fund, the CPUC will promptly inform the Utility concerning this condition and direct the Utility to suspend the offering of applicable discounted rates to qualifying schools, libraries, government organizations on a schedule consistent with fund balances and Utility claims and with appropriate prior notice to customers.

The customer's bill will reflect the pre-discount price (tariffed or negotiated/contract rate), a lump sum dollar amount for the E-Rate discount (if applicable), and a lump sum dollar amount for the California Teleconnect Fund Program discount. These amounts will be reflective of the percentage discount offered by Federal and State programs.

The Utility will be reimbursed from the California Teleconnect Fund for the difference between tariffed rate and the discounted rate, or if the rate negotiated is below the tariffed rate for businesses for such services, the Utility will be entitled to the sum that represents the percentage discount off the negotiated rate.

Certain services have been determined to be functional equivalents for the purposes of this rule. The discount applies to all recurring charges for eligible services greater than 200 Mbps.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 21 - Discounts for Qualifying Public Service Agencies (Cont'd)

A. How Discounts are Applied

1. Federal funding or subsidy given to California Teleconnect Fund (CTF) participants for their CTF-eligible services shall first be taken into account prior to applying the CTF discount.
2. The Company shall apply the CTF discounts to Rural Health Care Providers (RHCP) as follows:
  - a. Apply 50 percent CTF discount on CTF-eligible services subscribed to by RHCPs that did not apply for RHC funding in a given fiscal year.
  - b. Apply 50 percent CTF discount on CTF-eligible services subscribed to by RHCPs while awaiting approval for RHC funding for FY 2012-13 and beyond, then true-up the CTF discount for that FY.
  - c. Adjust the CTF discount received by RHCPs when RHC funding is received after the issuance date of this resolution for funding for FY 2010-11 and FY 2011-12.
  - d. By September 21, 2011, the Company shall deduct any federal funding received by RHCPs first before applying the CTF discount on CTF-eligible services.
  - e. The Company shall continue to apply the 50 percent CTF discount on CTF-eligible services for RHCPs that do not apply for RHC funding.

**Competitive Local Carrier Tariff**

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RULES (Cont'd)

Rule 22 - Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by the ILECs.

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.

- A. Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.
- B. The following calls may not 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.
- C. Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

**Competitive Local Carrier Tariff**

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TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, whether set forth herein or established by special contract, all telecommunications carriers are required, pursuant to Resolution T-16901, to apply the following to interstate services:

- (1) Commission mandated Public Program surcharge rates, (excluding (a) Universal Lifeline Telephone Service (ULTS) billings, (b) charges to other Certified carriers for services that are to be resold, (c) coin sent paid Telephone calls (coin in box) and debit card calls, (d) customer-specific contracts effective before 9/15/94, (e) usage charges for coin-operated pay telephones, (f) directory advertising, and (g) one-way radio paging); and
- (2) The Commission Reimbursement Fee rate (excluding (a) directory advertising and sales, (b) terminal equipment sales, and (c) inter-utility sales).

For a list of Commission Public Program surcharges and the Commission Reimbursement Fee, and the amounts, please refer to the ILEC tariffs and the Commission website.



U.S. TelePacific Corp.  
d/b/a TPx Communications  
515 Flower Street, 47th Floor  
Los Angeles, CA 90071  
(U-5721-C)

Schedule Cal. P.U.C. CLC 7-T  
Original Cal. P.U.C. Sheet No. 47

### **Competitive Local Carrier Tariff**

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#### ADMINISTRATIVE SERVICE FEE

The Administrative Service Fee includes a number of administrative fees and charges that apply to all rate schedules. It does not include any Government Mandated Taxes and Surcharges which are listed separately and not retained by the Company.

A surcharge will be applied to a customer's bill for the following services that appear on that particular bill:

1. All billed intrastate and interstate monthly recurring charges;
2. All billed usage charges including local, intraLATA toll, intrastate and interstate long distance, international (1+ and toll free) and Directory Assistance calls; and
3. All billed charges for Network Access (EUCL and EUCC).

The amount of the Administrative Service Fee surcharge listed below is based on the billed services listed in 1 – 3 above:

<u>Invoice Amount</u>	<u>Administrative Service Fee</u>
\$0.01 - \$1,000.00	\$35.00
>\$1,000.00	3.5%

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Advice Letter No. 342  
Decision No.

Issued by:  
Nancy E. Lubamersky  
VP - Public Policy

Date Filed: June 27, 2017  
Effective: June 29, 2017  
Resolution No.:

**Competitive Local Carrier Tariff**

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES

1.1 Basic Business Service

Business Services are available to Customers as of the effective date of this Tariff section. Services include Business Line Services (Business Line, Business Line Custom, Business Line Custom Plus\* and Business Line Deluxe) and Business Trunk Services as well as Associated Services, Feature Packages and Usage Plans.

\*Business Line Custom Plus includes 3-way calling and call waiting, therefore the monthly rate is higher than other Business Lines.

1.1.1 Rate Regulations

- a. At the expiration of the initial term specified in each service agreement/order, or in any extension thereof, service shall continue as set forth in Rule 3 E. preceding.

Existing customers who have completed the initial term of the service agreement/order will continue to be billed at the contracted rate until a new service agreement/order is signed or service is terminated.

- b. The End User Common Line Charge (EUCL) will apply to business lines, Super Trunk service, and Voice ONLY PRI service as set forth in U.S. TelePacific Tariff F.C.C. No. 1. EUCL charges do not apply to DID Only Super Trunk service or DID Only Analog Trunk service.

1.1.2 Rates and Charges

These rates are exchange business service. Line Hunting is included in the business line rate. The customer must designate which lines are to be arranged for Hunting. The customer will receive one free directory listing. The customer must purchase a minimum of 12 business lines.

- a. Installation Charge                      \$25.00, per line

**Competitive Local Carrier Tariff**

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.2 Rates and Charges (Cont'd)

b. Monthly Rate per Line \*

Monthly rate per Line is based on the ILEC serving area in which service is provided

<b>ILEC Serving Area</b>	<b>1 Year Term</b>	<b>2 Year Term</b>	<b>3 Year Term</b>
AT&T (Pacific Bell)	\$104.01 (I)	\$104.01 (I)	\$104.01 (I)
Frontier (Verizon)	\$72.33 (I)	\$72.33 (I)	\$72.33 (I)
Consolidated (SureWest)	\$71.01(I)	\$71.01(I)	\$71.01(I)
Frontier	\$74.68 (I)	\$74.68 (I)	\$74.68 (I)

\*The End User Common Line Charge (EUCLC) in the Company's FCC Tariff No. 1 also applies.

1.1.3 Feature Packages for Business Line Service

Customers purchasing a Feature package will have all the features within a specific Feature Package available for use. At the Customer's option, some or all features within a feature Package may be activated. An individual feature may not be added to Feature Packages I or II with the exception of the optional features. A Customer requesting a feature that is part of another Feature Package must upgrade to the package that contains the requested feature or order a business line A La Carte and add individual features to meet his requirements. Feature Packages must be ordered at the same time as Business Line Service or a non-recurring charge may apply.

**Competitive Local Carrier Tariff**

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.4 Business Line with Feature Packages

a. Service Description

Business Line Service consists of a measured business line packaged with a predetermined set of additional features. Service is offered in two configurations: Business Line Plus Feature Package 1 and Business Line Plus Feature Package 2. In addition, the customer will receive one free directory listing with each business line. A 12-line minimum applies. Customers with Super Trunk or Voice ONLY PRI Service may order additional individual Business Line Plus Service and are not subject to the 12-line minimum.

Business Line with Feature Package 1 includes one measured business line with the following features:

- Line Hunting
- Three-Way Calling
- Six-Way Calling
- Speed Call 8
- Call Transfer
- Call Hold
- Call Forward Variable
- Remote Access to Call Forwarding

**Competitive Local Carrier Tariff**

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.4 Business Line with Feature Packages (Cont'd)

a. Service Description (Cont'd)

Business Line with Feature Package 2 includes one measured business line with the following features:

- Line Hunting
- Three-Way Calling
- Six-Way Calling
- Speed Call 8
- Call Transfer
- Call Hold
- Call Forward Variable
- Remote Access to Call Forwarding
- Station-to-Station Single Rate Center Dialing
- Call Pickup Group
- Directed Call Pickup
- Call Park

All features within the selected package will be provided. Customers may not selectively discontinue features within a given package. Customers may, however, add compatible additional features from the A La Carte Features for Business Line Service list. Additional rates and charges will apply.

**Competitive Local Carrier Tariff**

SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.4 Business Line with Feature Packages (Cont'd)

b. Rates and Charges

1. Installation Charge, per line \$25.00
2. Monthly Rates

Monthly Rate per line is based on the ILEC serving area in which service is located.

<b>ILEC Serving Area</b>	<b>Package Type</b>	<b>1 Yr. Term Monthly Rate</b>	<b>2 Yr. Term Monthly Rate</b>	<b>3 Yr. Term Monthly Rate</b>
AT&T (Pacific Bell)	Feature Package 1	\$91.67 (I)	\$91.67 (I)	\$91.67 (I)
	Feature Package 2	\$85.92 (I)	\$85.92 (I)	\$85.92 (I)
Frontier (Verizon)	Feature Package 1	\$59.99 (I)	\$59.99 (I)	\$59.99 (I)
	Feature Package 2	\$62.99 (I)	\$62.99 (I)	\$62.99 (I)
Consolidated (SureWest)	Feature Package 1	\$58.67 (I)	\$58.67 (I)	\$58.67 (I)
	Feature Package 2	\$61.67 (I)	\$61.67 (I)	\$61.67 (I)
Frontier	Feature Package 1	\$53.67 (I)	\$53.67 (I)	\$53.67 (I)
	Feature Package 2	\$56.67 (I)	\$56.67 (I)	\$56.67 (I)

The End User Common Line (EUCL) Charge as set forth in the Company's Interstate Tariff FCC No. 1 applies in addition to the monthly rate for Business Line with Feature Package Service.

**Competitive Local Carrier Tariff**

SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.4 Business Line with Feature Packages (Cont'd)

c. A La Carte Features for Business Line Service and Business Line Custom Services

Feature	Monthly Charge	Installation Charge
Abbreviated Dialing	\$2.00	\$5.00
Call Forward Busy (not compatible with Line Hunting)	\$2.50	\$4.00
Call Forward Don't Answer	\$2.50	\$4.00
Call Forward Don't Answer / Change Time (must also purchase Call Forward Don't Answer)	\$2.50	\$4.00
Call Forward Variable	\$2.50	\$4.00
Call Hold	\$2.50	\$4.00
Call Park*	\$2.50	\$4.00
Call Pick Up Group*	\$2.50	\$4.00
Call Transfer*	\$2.50	\$4.00
Call Waiting/ Cancel Call Waiting	\$2.50	\$4.00
Caller ID	\$6.00	\$5.00
Caller ID on Call Waiting* (must also purchase Call Waiting and Caller ID)	\$2.50	\$4.00
Directed Call Pickup*	\$2.50	\$4.00
InterLATA Station-to-Station Dialing	\$5.50	\$5.00
Multiple Call Pickup Group*	\$2.50	\$4.00
Remote Access to Call Forward* (must also purchase Call Forward Variable)	\$2.50	\$4.00
Remote Call Forward*	\$16.50/Path	\$0.00
Six-Way Calling*	\$4.50	\$5.00
Speed Call 8	\$2.50	\$4.00
Speed Call 30	\$4.50	\$5.00
Station-to-Station Multi-Rate Center Dialing*	\$4.25	\$5.00
Station-to-Station Single Rate Center Dialing*	\$3.50	\$5.00
Time of Day Activation/Deactivation*	\$2.50	\$4.00
Three-Way Calling	\$2.50	\$4.00
Universal Call Distribution*	\$2.50	\$4.00

\*Features not compatible with Business Line Custom Services. Additional features that are incompatible with Business Line Custom Services include feature packages, Disconnect w/Referral, Block 809 calls and Account Codes.

**Competitive Local Carrier Tariff**

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.4 Business Line with Feature Packages (Cont'd)

d. A La Carte Features for Business Line Deluxe Service

<b>Feature</b>	<b>Monthly Charge</b>	<b>Installation Charge</b>
Anonymous Call Rejection	\$2.50	\$4.00
Call Forward Variable – Additional Path	\$2.50	\$0.00
Repeat Dialing	\$2.50	\$4.00
Call Return	\$2.50	\$4.00

Three-Way Calling, Call Forward Busy, Call Forward Don't Answer, Call Forward Variable, Call Transfer, Call Waiting/Cancel Call Waiting, Caller ID, Caller ID on Call Waiting, Line Hunting, Remote Access to Call Forward, Remote Call Forward and Speed Call 8 may be purchased at the rates found in Section 1.1.4.c. above.



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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.5 Business Line Custom Service

a. Service Description

Business Line Custom Service is a supplemental service offering available within the ILEC serving areas. The service provides an integrated solution for a business customer ordering a portion of its telecommunications services on the Company's network and requiring some individual business lines provisioned by another telecommunications service provider and resold by the Company. Business Line Custom Service packages a business line with the Company's Switched Long Distance (LD) Service. Local usage charges are billed at the Company's standard usage rates.

b. Regulations

1. A customer must subscribe to a voice or data service such as Business Lines, Super Trunk, Voice ONLY PRI, Flex T-1 Bundle, OnePac Services or Internet Access provided by the Company.
2. A customer must pre-subscribe all Business Line Custom lines to the Company's Switched Long Distance Service.
3. Business Line Custom Service is not available with any discounted usage plans such as T-Pack Minute Bundles and TPx Plus Usage Plans.
4. The following business line features are not available with Business Line Custom lines:  
  
Call Pick Up, Station-to-Station Single Rate Center Dialing, Call Park, Station-to-Station Multi-Rate Center Dialing, Call Pick Up Group, Time of Day Feature Activation/ Deactivation, Directed Call Pick Up, Universal Call Distribution, Multiple Call Pick Up, ILEC Voicemail, Six Way Calling, Feature Packages, Call Transfer, and Remote Access to Call Forward.
5. When Business Line Custom is provided in conjunction with a TPx Value Plan the monthly rate and usage charges are not discounted. However, the undiscounted monthly rates and usage charges help fulfill the Value Plan Monthly Commitment.

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.5 Business Line Custom Service (Cont'd)

c. Rate Elements

1. Except when provided in a Network Redundancy Package, the following rate elements apply to Business Line Custom Service:

An installation charge of \$67.21 per line;

The Business Line monthly rate as set forth herein this tariff applies per line;

Standard Local Zone 1/2/3 usage charges as set forth herein this tariff;  
and

All Switched LD Service rate elements.

End User Common Line (EUCL) charges will also apply.

**Competitive Local Carrier Tariff**

SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.5 Business Line Custom Service (Cont'd)

d. Business Line Custom Service - Network Redundancy Package

1. Service Description

The Business Line Custom (BLC) Network Redundancy Package is a supplemental service offering available in selected rate centers within the ILEC serving area. A list of the available rate centers will be provided to the customer upon request. The Network Redundancy Package (NRP) is designed to provide a redundant service for use with a customer's Super Trunk, Voice ONLY PRI or DID Only Super Trunk. If a customer's service is interrupted, the NRP will provide temporary service by automatically forwarding calls to the designated BLC lines until service is restored.

A customer may select either NRP Package 1 or Package 2 based on his telecommunications requirements. Packages are provisioned per trunk or Voice ONLY PRI. A package may not be shared by multiple trunks.

<b>NRP</b>	<b>Package Components</b>
Package 1	<ul style="list-style-type: none"><li>• 3 BLC Lines</li><li>• Trunk Remote Call Forward (1 per BLC line)</li><li>• Trunk Group Call Forward Outside the Switch</li><li>• Line Hunting</li></ul>
Package 2	<ul style="list-style-type: none"><li>• 6 BLC Lines</li><li>• Trunk Remote Call Forward</li><li>• Trunk Group Call Forward Outside the Switch</li><li>• Line Hunting</li></ul>

2. Rates and Charges

The monthly rate for the NRP includes the EUCL and LDAC charges.

<b>NRP</b>	<b>Monthly Rate</b>	<b>Installation Charge</b>
Package 1	\$257.72 (I)	\$100.00
Package 2	\$500.44 (I)	\$100.00

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SECTION 1 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

1.1 Basic Business Service (Cont'd)

1.1.5 Business Line Custom Service (Cont'd)

d. Business Line Custom Service - Network Redundancy Package (Cont'd)

3. Regulations

- a) A NRP is automatically activated ONLY when the customer's transmission facility for a customer's Super Trunk, Voice ONLY PRI or DID Only Super Trunk service is interrupted or all channels of the trunk are busy. A customer-provided equipment failure will not trigger the NRP functionality.
- b) All BLC regulations apply to NRP, however, no additional BLC line features are allowed with the package.
- c) The NRP BLC may not be ported or migrated.

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SECTION 2 – USAGE AND CALLING PLANS

2.1 Long Distance Services Usage and Calling Plans

2.1.1 Long Distance Access Charge

The Long Distance Access Charge is a monthly recurring charge which applies to each line, trunk or channel that is presubscribed to the Company's Long Distance Service. For services such as Super Trunk, a Long Distance Access Charge will apply to each presubscribed channel of the 24 channel service. The charge is applicable whether or not a long distance call is made. Only one Long Distance Access Charge applies per presubscribed line, trunk or channel.

	<u>Monthly Rate</u>
Long Distance Access Charge, per presubscribed line or trunk	\$4.00

2.1.2 Inbound Toll Free

a. Toll Free Number Charge

The Toll Free Number Charge is a monthly recurring charge which applies to each toll free number assigned to Inbound Toll Free Service. A toll free number utilizes the area code prefixes of 800, 855, 866, 877 or 888.

	<u>Monthly Rate</u>
Toll Free Number Charge, per Number:	\$9.00

**Competitive Local Carrier Tariff**

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SECTION 2 – USAGE AND CALLING PLANS (Cont'd)

2.1 Long Distance Services Usage and Calling Plans (Cont'd)

2.1.2 Inbound Toll Free (Cont'd)

b. Enhanced Routing

<b>Routing Option</b>	<b>Monthly Rate (per arrangement)</b>	<b>Installation Charge (per arrangement)</b>
Day of Week Routing	\$85.00	\$75.00
Holiday Routing	\$85.00	\$75.00
Time of Day Routing	\$85.00	\$75.00
Percentage Allocation Routing	\$85.00	\$75.00
Geographical Routing	\$85.00	\$75.00

1. Day of Week – Calls to a single toll free number can be routed to different terminating locations based on the day of the week.
2. Holiday – Routed calls placed on a toll free number to different termination locations on any of the following holidays: New Years Day, Martin Luther King Day, Labor Day, Ash Wednesday, Good Friday, Passover, Easter, Memorial Day, Independence Day, Rosh Hashanah, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Hanukkah, Christmas, Christmas Eve and Yom Kippur.
3. Time of Day – Routed calls place on a toll free number to different terminating locations based on any of the following time slots;  
7:00 – 7:59am, 8:00 – 8:59 am, 9 - 11:59am, 12:00 – 3:59pm,  
4:00 – 4:59pm, 5:00 – 5:59pm, 6:00 – 11:59pm, 12:00 – 6:59am.
4. Percentage Allocations – Routed calls placed on a toll free number to up to 8 different terminating locations based on whole number percentages that add up to 100 percent.
5. Geographical – Permits a customer to have one toll free number that automatically routes calls to the Customer's chosen location based on the originating area code of the caller when called in North America.

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SECTION 2 – USAGE AND CALLING PLANS (Cont'd)

2.1 Long Distance Services Usage and Calling Plans (Cont'd)

2.1.2 Inbound Toll Free (Cont'd)

c. Toll Free Directory Listing

- |    |                     |                      |
|----|---------------------|----------------------|
| 1. | Installation Charge | \$25.00, per listing |
| 2. | Monthly Rate        | \$15.00, per listing |

d. Payphone Origination Charge

The Payphone Origination Charge applies to each call originating from a payphone and terminating to one of the Company's Inbound Toll Free numbers. The Payphone Origination Charge applies in addition to the appropriate per minute usage rate.

Payphone Origination Charge	\$0.65
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SECTION 3 – SUPPLEMENTAL SERVICES

3.1 900/976 Blocking

3.1.1 Applicability

Applicable to all Subscribers of the Company's local exchange service.

3.1.2 Territory

Within the base rate areas of all exchanges served by the Company

3.1.3 Description

The Company will block all calls to intrastate 976 numbers.

The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 900 numbers will be blocked.

The Company may block calls placed from a Subscriber's telephone to intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges apply as specified below.

3.1.4 Rates

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Call Blocking (per line)	\$15.00	no charge



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SECTION 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.2 Disconnect with Referral

Intercept and telephone number referral (min 3 months)

- Main Number  
10th Month and over, per month \$14.25
- Each Additional Number \$14.25

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SECTION 4 – INTERCARRIER ARRANGEMENTS

4.1 Interconnection and Termination of Local Traffic

4.1.1 Interconnection

Arrangements for interconnection by local exchange carriers and competitive local carriers with the Company's facilities will be negotiated on a case-by-case basis.

4.1.2 Termination of Traffic

The Company will terminate local traffic and intraLATA toll traffic from local exchange carriers and other competitive local carriers with which it interconnects.

The rates, terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis.

4.1.3 Provisions for Number Portability

At the request of a local exchange carrier or other competitive local carrier providing service to a former Subscriber to the Company's service, the Company will automatically forward calls, which are dialed to the number assigned by the Company to the former Subscriber, to the Subscriber's new number assigned by the local exchange carrier or other competitive local carrier. The forwarding of such calls shall be undertaken in accordance with, and subject to, all of the tariff rates, terms, and conditions applicable to reciprocal call forwarding services provided by the Incumbent LECs, or the other competitive local carrier, as applicable, and the Company hereby concurs in and incorporates by reference such tariff provisions.

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SECTION 4 – INTERCARRIER ARRANGEMENTS (Cont'd)

4.2 Access Minute Descriptions

4.2.1 Access Minutes

On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

4.2.2 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

Access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

For originating calls the measured minutes are the chargeable access minutes.

With Multi-Frequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgement wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

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SECTION 4 – INTERCARRIER ARRANGEMENTS (Cont'd)

4.2 Access Minute Descriptions (Cont'd)

4.2.2 Measurement of Access Minutes (Cont'd)

For terminating calls the chargeable access minutes are either measured or derived.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating End User's end office, indicating the terminating End User has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating End User's office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

4.3 Access Rates

	<u>Rate</u>
4.3.1 Originating Switched Access, per access minute	\$0.01871881
4.3.2 Terminating Switched Access	
a. AT&T (Pacific Bell) Service Area	
Terminating Switched Access, per access minute	Note 1
b. Frontier (Verizon) Serving Area	
Terminating Switched Access, per access minute	Note 1
4.3.3 800 Database Query, per query	\$0.00453

Note 1: See U.S. TelePacific Corp. F.C.C. No. 1 tariff. <https://www.tpx.com/legal/tariffs/>

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SECTION 4 – INTERCARRIER ARRANGEMENTS (Cont'd)

4.4 Access Direct Connect Option

4.4.1 Direct Access

Customers who choose Direct Access directly connect with the Company's switches(s). The Customer is responsible for providing its own facility(s) to the Company's switches(s) and will be charged a monthly recurring Switch Port charges. The Switch Port is only furnished on a DS1 basis.

4.4.2 Switch Port Charge

Note 1

4.5 Identification and Rating of VoIP–PSTN Traffic

4.5.1 Scope

VoIP–PSTN Traffic (Voice over Internet Protocol–Public Switched Telephone Network Traffic) is defined as traffic exchanged with the Telephone Company in Time Division Multiplexing (TDM) format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. VoIP–PSTN Toll Traffic is defined as VoIP–PSTN Traffic that originates (in the case of traffic terminated to a Telephone Company end user) or terminates (in the case of traffic originated from a Telephone Company end user) at a location outside the local calling area of the Telephone Company's end user. VoIP–PSTN Non-Toll Traffic is defined as VoIP–PSTN Traffic that originates (in the case of traffic terminated to a Company end user) or terminates (in the case of traffic originated from a Company end user) at a location within the local calling area of the Company's end user.

This section governs the identification of and charges applicable to VoIP–PSTN Toll Traffic in accordance with 47 C.F.R. § 51.913. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant VoIP–PSTN Traffic”) from the customer's traditional TDM intrastate access traffic, so that such Relevant VoIP–PSTN Traffic can be billed in accordance with the FCC Order.

Note 1: See U.S. TelePacific Corp. F.C.C. No. 1 tariff. <https://www.tpx.com/legal/tariffs/>

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SECTION 4 – INTERCARRIER ARRANGEMENTS (Cont'd)

4.5 Identification and Rating of VoIP–PSTN Traffic (Cont'd)

4.5.2 Rating of VoIP–PSTN Traffic

In the absence of an interconnection agreement between the Telephone Company and the customer specifying the treatment of VoIP–PSTN Traffic, the Relevant VoIP–PSTN Traffic identified in accordance with this tariff section will be billed as follows:

- a. Terminating VoIP–PSTN Toll Traffic: This traffic will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates for terminating traffic as specified in U.S. TelePacific Corp's Tariff F.C.C. No. 1.
- b. Originating VoIP–PSTN Toll Traffic:  
  
Effective July 1, 2014, originating intrastate VoIP-PSTN Toll Traffic will be billed pursuant to the Telephone Company's applicable interstate switched access rates for originating traffic as specified in U.S. TelePacific Corp's Tariff F.C.C. No. 1.
- c. Terminating VoIP–PSTN Non-Toll Traffic: This traffic will be billed pursuant to section VI.6.A.2 of this tariff.
- d. VoIP-PSTN Traffic will be classified as VoIP-PSTN Non-Toll traffic, interstate VoIP-PSTN Toll Traffic or intrastate VoIP-PSTN Toll Traffic based on a comparison of the Calling Party Number of the originating caller to the Calling Party Number of the called party. VoIP-PSTN Traffic without sufficient information to jurisdictionalize the call will be billed at the rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in U.S. TelePacific Corp's Tariff F.C.C. No. 1.

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SECTION 4 – INTERCARRIER ARRANGEMENTS (Cont'd)

4.5 Identification and Rating of VoIP–PSTN Traffic (Cont'd)

4.5.3 Calculation and Application of Percent VoIP Usage Factor

The Telephone Company will determine the number of Relevant VoIP–PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under subsection 2b, preceding, by applying a Percent VoIP Usage (PVU) factor to the total originating intrastate access MOU exchanged between the Telephone Company and the customer. The PVU will be derived and calculated as follows:

- a. The customer will calculate and furnish to the Telephone Company a factor delineated by Carrier Identification Code (CIC) or Operating Company Number (OCN) representing the percentage of the total intrastate access MOU that the customer exchanges with the Telephone Company in the State, that is originated (in the case of traffic terminated by the Telephone Company) or terminated (in the case of traffic originated by the Telephone Company) in IP format (the PVU-A factor). This PVU-A shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information. The PVU-A is in addition to Percent Intrastate Usage (PIU) reporting requirements.
- b. The Telephone Company will calculate and reflect on its bills a factor representing the percentage of the total intrastate access MOU that the Telephone Company exchanges with other telecommunications carriers in the State that is originated or terminated by the Telephone Company in IP format (the PVU-Z factor).
- c. The Telephone Company will calculate a combined PVU factor for each customer, based on the customer's PVU-A and the Telephone Company's PVU-Z, based upon the following formula, where each factor is expressed as a decimal percentage:  
$$PVU = PVU-A + (1 - PVU-A) \times PVU-Z$$
- d. The Telephone Company will apply the combined PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant originating VoIP–PSTN Traffic MOUs.
- e. If the customer does not furnish the Telephone Company with a PVU-A pursuant to the preceding paragraph, the Telephone Company will utilize a PVU-A equal to zero.

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SECTION 4 – INTERCARRIER ARRANGEMENTS (Cont'd)

4.5 Identification and Rating of VoIP–PSTN Traffic (Cont'd)

4.5.4 PVU Factor Updates

The customer may update the PVU-A factor quarterly using the method set forth in subsection (3)(a) preceding. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three (3) months. The revised PVU-A factor will apply prospectively and serve as the basis for billing until superseded by a new PVU-A.

4.5.5 PVU Factor Verification

Not more than two (2) times in any year, the Telephone Company may ask the customer to verify the PVU factor furnished to the Telephone Company. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the PVU factor(s).