

Competitive Local Carrier Tariff

Tariff Schedules

Applicable to

Resold and Facilities-Based

Intrastate Local Exchange

Telephone Services

of

Mosaic Networx LLC

(U- 7152-C)

Competitive Local Carrier Tariff

TARIFF CHECKING SHEET

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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TARIFF CHECKING SHEET

Sheet

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RESERVED FOR FUTURE USE

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Competitive Local Carrier Tariff

PRELIMINARY STATEMENT

Mosaic Networx LLC (the "Company") has been granted authority by the California Public Utilities Commission ("Commission") to provide resold and facilities-based competitive local exchange, interLATA, and 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, within the service territories of AT&T California, VERIZON California, Citizens Telephone Company, and Roseville Telephone Company.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify 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 provides competitive local exchange service in California within the service territories of AT&T California, VERIZON California, Citizens Telephone Company, and Roseville Telephone Company. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by those carriers.



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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.

1. 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.
2. 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.
3. 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.
4. Commission: The term "Commission" means the Public Utilities Commission of the State of California.
5. Company: The term "Company" or "Utility" means Mosaic Networx LLC
6. Customer: The term "Customer" means the firm, company, corporation, or other entity that contracts 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.
7. Day: The term "Day," when used for purposes of applying rates, means 8:00 a.m. to 5:00 p.m., Monday through Friday, including Legal Holidays.
8. 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.
9. Evening: The term "Evening," when used for purposes of applying rates, means 5:00 p.m. to 11:00 p.m., Monday through Friday, including Holidays.
10. Individual Case Basis (ICB): A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.
11. Legal Holiday: The term "Legal Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).



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RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

12. Incumbent LEC: The term "Incumbent LEC" means any of the following local exchange carriers: AT&T California, VERIZON California, Citizens Telephone Company, and Roseville Telephone Company.
13. 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 Customer's premises is located, as shown in the current and effective tariffs of the Incumbent LECs; or (ii) in the case of Customers not located in a ZUM rate area, the extended service areas in which the Customer's premises is located, as shown in the current and effective tariffs of the Incumbent LECs.
14. 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.
15. Major Rate Increase: The term "major rate increase" means an increase that is not a Minor Rate Increase.
16. Minor Rate Increase: The term "minor rate increase" means an increase that, on a cumulative basis with other increases that took effect within the prior 12 months, is both less than 1% of the Company's total intrastate revenue and less than 5% of the affected service's rates.
17. Multiplexing: The act of combining a number of individual message circuits for transmission over a common transmission path.
18. Multiplexing Hub: A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.
19. Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.
20. Night: The term "Night," when used for purposes of applying rates, means 11:00 p.m. to 8:00 a.m., Monday through Friday, including Holidays.
21. Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Customer's name, address, or telephone number in a published directory or directory assistance data base.

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RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

22. Private Line Service: Provides DS3 and optical SONET (OC-N) circuits which are specifically dedicated to Customer's used between two (2) points specified by the Company and Customer in a Service Order.
23. Service Commencement Date: The first date on which the Company notifies the Customer that the requested service of facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.
24. Served Direct Intraexchange Channel: A path for digital transmission between the customer's premises located on the same cable feeder route, less than 3,500 cable feet apart, and having no central office connection.
25. Service Order: The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.
26. Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.
27. User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

Competitive Local Carrier Tariff

RULES (Cont'd)

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. The telecommunications services described herein are provided by the Company to business customers only. The services described in this tariff are not offered to residential customers in this tariff provided.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications within an Incumbent LEC exchange. A communication is "intrastate" only if all points of origination and termination are located within the State.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Customer's side of the point of demarcation as specified in the demarcation tariff schedules of AT&T California<sup>1</sup> or other local exchange carrier.

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<sup>1</sup> See: AT&T California Cal. P.U.C. Schedule No. A2.2.1.20.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 3 - Application for Service

A. Initiation of Service

1. Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill.
2. If the agreement is oral, within 10 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter must be in a language other than English if the sale was in another language.
3. Within 10 days of initiating service, the Company shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the Company.
4. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

B. This tariff contains the regulations and rates applicable to dedicated telecommunications services. The services described in this tariff are not offered to residential customers.

C. This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination of that communication session are located within the State.

D. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff. The provision of service under this tariff shall not create a partnership or joint venture between the Company and Customer.

E. Shortage of Equipment and Facilities

All service is subject to the availability of suitable facilities and where the Company can secure acceptable arrangements with underlying suppliers (for resold services). The Company may deny service, limit the length of service, or discontinue furnishing services when necessary because of the lack of acceptable transmission medium capacity, the unavailability of equipment and facilities, or because of any causes beyond its control.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 3 - Application for Service (Cont'd)

F. Terms and Conditions

1. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
2. Services requested by a Customer under this tariff shall be requested on forms ("Service Orders") in effect from time to time, which shall contain or reference this tariff, the name of the Customer, a specific description of the service ordered and applicable bandwidth, the requested start date ("Requested Start Date"), the rates to be charged, the duration of the services, and the terms and conditions. Customers will also be required to execute any other documents as may be reasonable requested by the Company, which may supplement the terms and conditions contained in this Tariff.
3. The Company will make reasonable efforts to meet a Customer's Requested Start Date. In the event that a Requested Start Date is altered, Customer's Requested Start Date will be changed to reflect the number of days of delay or advance, as appropriate (the "Actual Start Date").
4. The Company's standard service implementation interval for services provided on the Company's owned and operated facilities is forty-five (45) days from acceptance of a Service Order by the Company's Customer Care department. Such acceptance shall be indicated by the signature of a representative of such department on the Service Order. The standard service implementation interval for services provided by a third party and either partially or wholly off of the Company's owned and operated network shall be determined on an ICB. The Company shall make reasonable efforts to provide services within its standard service implementation interval or on Customer's Requested Start Date and shall not be liable to pay to the Customer any penalties or damages for Company's failure to meet such standard service implementation intervals.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 3 - Application for Service (Cont'd)

5. Services shall be deemed to begin on the date the Company issues notice that service is available (the "Actual Start Date"), unless the Company receives written notice from the Customer within three (3) business days after the Company's issuance of notice that service is available, stating that the service is in material non-compliance with applicable technical specifications.

G. Customer Premises Provisions

1. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
2. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

H. 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.

I. 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 nonrecoverable 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 nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.

J. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 4 - Contracts

- A. Deviations from the rates, terms, and conditions for services specified in this tariff schedule are not permitted except by special contract filed and approved by the Commission.
- B. Each contract for services offered under this tariff schedule 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."

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 5 - Special Information Required on Forms

A. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. 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) Network access for interstate calling;
- (7) In addition to the above, each bill for local intrastate services will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar 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.

"If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made 'under protest' to the CPUC or payment arrangements acceptable to the Company should be made pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."



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RULES (Cont'd)

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

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

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

Competitive Local Carrier Tariff

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).

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments

A. Deposits

1. Requirement: The Company may require an Applicant or an existing Customer 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 Customer's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event an Applicant or Customer requests services in addition to basic service, the system average bill will reflect the aggregate services requested by the customer.
3. 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.
4. 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 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period as provided in accordance with Rule 8.
6. Failure to Post a Deposit

Should a Customer fail to post a deposit or letter of credit as may be required by the Company within fifteen (15) days of the Company's notice of such a requirement, or should the Customer fail to abide by the terms of any letter of credit or deposit agreement, the Company may deny service prior to the Requested Service Date or terminate service after the Actual Start Date upon 60 days' notice to the Customer.

B. Advance Payments

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Customer's account on the first bill rendered. The Company will not require advance payments for usage.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments (Cont'd)

2. Negotiation of a Customer's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

C. Customer Deposits

General

1. To safeguard its interests, the Company may, at any time prior to or after the Actual Start Date, require a Customer to post a deposit or irrevocable letter of credit, at the Company's option, to secure the Customer's payment for the term of the service requested.
2. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Customer must be given by written notice mailed to the Customer'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.
2. Unless otherwise provided by these Rules, any notice by a Customer 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

- (1) Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Customer. Notice of major increases in rates will be provided in writing to Customers 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. Customers will be advised of optional service plans in writing as they become available. In addition, Customers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.
- (2) When the Company provides information to a consumer which is in conflict with its tariffs, the consumer shall have the right to bring a complaint against the Company.

C. Cancellation of Service

Once the Actual Start Date has passed and the Customer has accepted the service, the Customer must pay for the service as indicated on the Service Order through the term indicated on such Service Order, regardless of whether the Customer is actually using the service, provided that upon thirty (30) day's prior written notice, either the Customer or the Company may cancel the affected portion of any service if the Company is prohibited by governmental authority from furnishing, or the Customer is prohibited from using such portion, or if any material rate or term contained in this tariff and relevant to the affected portion of any service is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to adjudicate the matter, or other local, state or federal government authority.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

D. Discontinuance of Service

1. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.
2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:
  - a. The name and address of the Customer.
  - b. The amount that is delinquent.
  - c. The date when payment or arrangements for payment must be made in order to avoid termination.
  - d. The procedure the Customer may use to request amortization of the unpaid charges.
  - e. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
  - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
  - g. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries.
  - h. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

E. Change of Ownership or Identity

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

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

F. Privacy

The Company is restricted from releasing non-public customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new customer, and on an annual basis for continuing customers, the Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the customer. The Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

G. Other

On request, the Company will provide each Applicant and Customer with 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 Regulations 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 Customer 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

RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

A. Payment Arrangements

1. Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

a. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services by Customer.

b. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

2. Billing and Collection of Charges

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

a. Non-recurring charges service are due and payable within 30 days after the date of the invoice ("Due Date"). The late payment date will be displayed prominently on the bill. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

b. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice ("Due Date"). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.



Competitive Local Carrier Tariff

RULES (Cont'd)

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

- c. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Prorated charges are billed following receipt of service and are due and payable within 30 days after the date of the invoice ("Due Date").
- d. The Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or three (3) years after the date a service is rendered, whichever is later.
- e. If any portion of the payment is received by the Company after the Due Date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due to the Company. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - i) a rate of 1.5 percent per month; or
  - ii) the highest interest rate which may be applied under state law for commercial transactions, which shall accrue from the Due Date.

3. Ancillary Services and Charges

Any ancillary services and charges not described in this section will be considered special requests and will be handled on an ICB.

Competitive Local Carrier Tariff

RULES (Cont'd)

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

a. Order Change Charge - Change of Service Date

If a Customer desires to change the date on which Customer has requested that service be available, other than a request to expedite service pursuant to Section 2.8.5, Customer may be charged an Order Change Charge in addition to any other charges applicable as a result of the change in the Service Order. Such charge will not apply to the Customer's first change of service date request, as long as such request is made more than fifteen (15) business days prior to the original Requested Start Date. If Customer makes a second change of service date request, or such change is requested less than fifteen (15) days prior to the original Requested Service Date, Customer will be charged an Order Change Charge. Customer will also be charged for any charges incurred by the Company from third party providers as a result of Customer's request for change of service date.

b. Order Change Charge - Change of Information in a Service Order

If a Customer requests a change to the information contained in a Service Order (other than a change of service date) prior to completion of installation of the Service, Customer may incur an Order Change Charge. No Order Change Charge will be incurred, however, if such requested change is administrative in nature (i.e., billing address, contact information, etc.).

c. Cancellation of Service Order

If Customer desires to cancel a Service Order prior to installation and acceptance of the service, Customer will be assessed an Order Cancellation Charge as well a charge to reimburse the Company for any out of pocket expenses incurred by the Company in preparation to provide the service. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 10 - Disputed Bills

In the event a Customer disputes the amount of a bill for the Company's services offered under this Schedule, the Company will, at the Customer'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 Customer's service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination. The Customer should notify the Company of the disputed charge(s) by calling, toll free, 1-866-724-2605, or by writing to: Mosaic Networx LLC, Attn: Accounts Payable, 454 Las Gallinas Avenue, Suite 145, San Rafael, CA 94903. The Customer shall provide sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. 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 Customer in writing:

1. That in lieu of paying the disputed bill the Customer 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;
2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. 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;
4. 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;
5. That failure of the Customer 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,
6. That, if before completion of the PUC's review, additional bills become due that the Customer wishes to dispute, the Customer 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.
7. The Company shall respond to the Consumer Affairs Branch's requests for information within 10 business days.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 10 - Disputed Bills (Cont'd)

8. After the investigation and review of the disputed amount are completed by the Company as noted above, if the Customer elects not to deposit the amount in dispute with the Consumer Affairs Branch, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
9. Late Payment Charge
  - a) The undisputed portions of the bill must be paid by the Due Date to avoid assessment of a late payment charge.
  - b) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge, and the Customer shall receive an adjustment on its next bill.
  - c) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Suspension of Service for Cause

1. In the event payment in full is not received from Customer on or before 60 days following the date of the invoice, the Company may suspend all or any portion of service to the Customer. The Company shall exercise this suspension by providing Customer with a minimum of 10 days' written notice specifying the past due amount and the services to be suspended. If Company receives the entire past due amount within the 10 day notice period, then Customer's service will not be suspended.
2. If only a portion of the service is initially suspended pursuant to the Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the service, with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's services, subject to the Company's right to require the Customer to post a deposit or irrevocable letter of credit as specified in section Rule 7, C. off this tariff.
3. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service if such violation continues during that period.
4. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve customers.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

7. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
8. Except for suspension of service pursuant to section Rule 11, A.5 preceding, suspension of service shall not affect the Customer's obligation to pay for the service.

B. Restoration of Service

The Company will restore service to a Customer upon full payment of all amounts due and the Customer's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

Competitive Local Carrier Tariff

RULES (Cont'd)

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 at the Company's address

Mosaic Networx, LLC  
454 Las Gallinas Avenue, Suite 145  
San Rafael, CA 94903  
(866) 724-2605

- 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.

Competitive Local Carrier Tariff

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 Customers in writing at least one week in advance.

The Company shall concur with SBC or Verizon's tariff regarding credit for service interruptions.



Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability

A. LIMITATIONS

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 customer's facilities, equipment, or systems.
4. Except as provided in A3. of this rule, 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 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 rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect, in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

5. Services Other Than Directory

The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.

- a. The Company shall allow, for interruptions in service of 24 hours or more not due to conduct of the customer, an amount equal to the pro rata

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

charges for each 24-hour period, or major fraction thereof after the initial period or interruption in the following services:

(1) Mobile telephone service.

(2) Private line services and channels, as follows:

Private line telephone service.<sup>1</sup>

Private line teletypewriter and Morse services.<sup>1</sup>

Channels for data transmission.<sup>1</sup>

Channels for remote metering, supervisory control and miscellaneous signaling purposes.<sup>1</sup>

Continuous time announcement service.<sup>1</sup>

Channels for one-way speech networks in connection with loudspeakers.<sup>2</sup>

Channels for one-way program transmission networks in connection with loudspeakers.<sup>2</sup>

Channels for farmer lines and toll service station lines.

Bells and lights system attack warning service.

(3) Wide Area Telecommunications Service (Refer to Schedule Cal.P.U.C. No. A7.1, A.b.).

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<sup>1</sup> NOTE 1: The allowance applies only to service within the same exchange area.

<sup>2</sup> NOTE 2: The allowance applies only to station equipment and/or channel facilities.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

- b. The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of the 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.
- c. RESERVED
- d. The Company shall allow for interruptions of 30 minutes or more not due to conduct of the customer (including authorized users) an amount equal to the pro rata charges in half-hour multiples for each 30-minute period or major fraction thereof after the initial period, of interruption in the following private line services and channels if provided by the Company:
  - (1) Private Line telephone service.
  - (2) Private line teletypewriter and Morse Services.
  - (3) Channels for data transmission.
  - (4) Channels for remote metering, supervisory control and miscellaneous signaling purposes.
  - (5) Continuous Time Announcement Service.
  - (6) Channels for the remote operation of private mobile radio-telephone systems.
  - (7) Channels for one-way speech networks in connection with loudspeakers.
  - (8) Channels for one-way program transmission networks in connection with loudspeakers.
  - (9) Special assembly services and channels for miscellaneous experimental purposes.

The allowance on (1) preceding applies only to full period service. The allowance on Items (1) through (6) preceding applies only to service

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

between separate exchange areas. The allowance on (8) and (9) preceding applies only to interexchange and interdistrict channels.

- e. The Company shall allow for interruptions of 30 seconds or more not due to conduct of the customer or failure of facilities provided by the customer an amount equal to the pro rata charges in five-minute multiples for each five-minute period or major fraction thereof of interruption in the following private line services and channels.

(1) Channels for program transmission in connection with loudspeakers, sound reproduction or sound recording.

(2) Channels for video transmission in connection with television viewers.

- f. The Company shall allow for interruptions of short period private line telephone service which aggregate one-sixth or more of the daily contract service not due to conduct of the customer (including authorized users) an amount equal to the pro rata charges for the period of interruption (excluding lost time made up later in the same day at the customer's request).

- g. The Company shall allow for interruptions of two consecutive hours or more not due to conduct of the customer or failure of facilities provided by the customer an amount equal to 1/720 of the fixed monthly charge for each hour or major fraction thereof of interruption in private line channels for television transmission for use in educational television systems.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

Credit Allowances for Interruptions. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected.

**Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

**Interruptions Over 24 Hours**

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

The Company shall allow for interruptions in the Gemini 100 offering of 24 hours or more not due to conduct of the customer an amount equal to the proportionate part of the fixed monthly charges in multiples of one day for each 24 hours or major fraction thereof for the Gemini 100 component service items rendered inoperative by the interruption. Allowance for interruptions of exchange service or private line service with which the Gemini 100 system is associated are subject to the provisions set forth in a., b., and d. preceding.

For purposes of these regulations, an interruption is deemed to exist from the time it is reported to or detected by the Company.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

6. Subject to Section 3 of this rule, for Customers purchasing dial tone telecommunications services from the Company, the Company shall allow for errors or omissions by the Company 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 or omission occurred.
  - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
  - 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.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

- 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 or omission occurred.

7. Temporary Suspension for Repairs

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

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

8. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

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.

9. Loss Arising From Non-Delivery of Written Messages

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

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 15 - Use of Service for Unlawful Purposes

A. Prohibited Uses

1. The services the Company offers shall not be used for any unlawful purpose or for any use which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
2. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
3. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
4. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights or obligations associated with the service without the written consent of the Company. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle the Company to terminate service, at its option, upon ten (10) days' prior written notice to Customer.

B. Blocking Access to 900 and 976 Information Services

1. At the request of a customer, for Customers purchasing dial tone telecommunications services from the Company, the Company shall block that customer's access to 900 and 976 pay-per call telephone information services. The Company shall inform their customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for the deactivation of blocking.



Competitive Local Carrier Tariff

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.

Competitive Local Carrier Tariff

RULES (Cont'd)

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

- "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.
- "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."

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Continued)

For the information of the Company's Customers, the address of the Commission's offices is as follows:

Public Utilities Commission  
Consumer Affairs Branch  
State Building  
505 Van Ness Avenue, Rm. 2003  
San Francisco, California 94102  
(Toll free) 1-800-649-7570

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 17 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

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

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the applicant or Customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished 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 for Customers purchasing dial tone telecommunications services from the Company:

APPENDIX "A"

Nonpublished Service

- a. Definition of nonpublished service: Upon a Customer's request, Customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.

- b. Agencies authorized to receive information:

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

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

- b. Agencies authorized to receive information: (cont'd)
- (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 nonpublished information to authorized agencies.
- (1) A telephone utility shall only provide nonpublished 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 of 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

RULES (Cont'd)

Rule 18 - Nonpublished Service: Release of Information (Cont'd)

- c. Procedure for release of nonpublished information to authorized agencies. (Cont'd)
- (2) Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name, and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- (3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.
- The nonpublished information requested by telephone shall be provided by the utility only on a 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.
- d. Notification to Customer
- (1) The telephone utility shall not notify a Customer regarding the release of Customer's nonpublished information unless the Customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
- (2) When a Customer inquires of the utility whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the utility.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

d. Notification to Customer (Cont'd)

- (3) If requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.
- (4) The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

e. Exception for Health Officers

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

f. Release of Information to Interexchange Carriers

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



Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

g. Retention of Records

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

h. Unsolicited Telephone Efforts

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

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 19 - 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.

b. Release of Customer Credit Information and Calling Records

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

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

- b. Release of Customer Credit Information and Calling Records (cont'd)
- (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.
- 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.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

d. Exception to Procedure for Release or 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.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 20 - RESERVED

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RULES (Cont'd)

Rule 21 - 911 Emergency Service

The Company does not provide dial tone service to end user customers.

Should the Company provide dial tone service in the future, end users of dial tone telecommunications services provided by Company may access 911 emergency services over the Company's facilities at no charge to Customers or end users.

The Company does not provide service to residential customers. Should the Company provide residential dial tone service in the future, for residence services disconnected for nonpayment, the Company shall continue to provide access to 911 services to the customer.

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 22 - 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

RULES (Cont'd)

Rule 23 - Discounts for Qualifying Public Service Agencies

(D)

(D)  
(N)

A. AVAILABILITY OF DISCOUNTS UNDER CTF

In Decision 96-10-066, the California Public Utilities Commission (CPUC) established the California Teleconnect Fund (“CTF”). CTF provides discounts on telecommunications services delineated herein, among other detariffed and unregulated services, to qualifying schools, libraries, hospitals and health clinics, community based organizations and California community colleges, approved by the CPUC, as described below. Federal funding or subsidy given to CTF participants for CTF eligible services shall first be taken into account prior to applying the CTF discount. If state funding for the CTF is exhausted, participants will be backbilled for all discounts advanced by the Company.

1. Entities Qualified to Receive Discounts Under CTF

The following entities are qualified to receive CTF discounts upon approval by the CPUC:

- a. Schools. Public and non-profit schools providing elementary or secondary education, which do not have endowments of more than \$50 million.
- b. Libraries. Libraries that are eligible for participation in statebased plans for funds under Title III of the Library Services and Construction Act.

(N)



Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 23 - Discounts for Qualifying Public Service Agencies (Cont'd)

- c. Hospitals and Health Clinics. Hospital district owned hospitals and health clinics, municipal and county government owned and operated hospitals and health clinics.
- d. Community Based Organizations (CBOs). Tax exempt organizations offering Head Start programs, health care, job training, job placement, educational instruction, or a non-profit CBO operating a community technology center engaged in diffusing technology into a local community, and training a local community that has limited or no access to the Internet and other technologies shall qualify for the discount rate for CBOs or a non profit CBO providing 2-1-1 information and referral services. A "tax exempt organization" shall refer to an organization described in Section 501 (c)(3) or 501 (d) of the Internal Revenue Code, Title 26 of the United States Code.
- e. California Community Colleges. California community colleges and/or districts.

(D)

(D)  
(N)

(N)

Competitive Local Carrier Tariff

(N)

2. Tariffed Services Eligible for CTF Discounts

Customers that have been approved by the CPUC to participate in this program are eligible to receive discounts on the monthly recurring charges for the following services, or their functional equivalents

- a. Measured Business Service
- b. Switched 56
- c. Integrated Services Digital Network (ISDN) Service
- d. DS1 Service
- e. DS3
- f. Optical Carrier Network (OCN) Point to Point Service

There is no limit on the number of subsidized lines that a participating entity may have. Eligible participants must notify the Company, as required by the CPUC, for which of these services they want discounts applied.

3. Discounts Applicable to Eligible Services

a. Hospitals and Health Clinics

Participating hospitals and health clinics shall be entitled to a 50% discount off the entire tariffed and/or Guidebook rates or negotiated/contract rates, whichever are lower, for services identified in paragraph 2 preceding.

b. Schools and Libraries

Participating schools and libraries shall be entitled to a 50% discount off tariffed and/or Guidebook rates or negotiated/contract rates, whichever are lower, for services identified in paragraph 2 preceding, after first deducting the applicable E-rate discounts. The 50% discount shall be calculated as follows:

- (1) If the customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for CTF) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.
- (2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.

(N)

Competitive Local Carrier Tariff

(N)

- (3) The statewide average discount is deducted from the customer's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate. The following schools and libraries shall be entitled to a 50% discount off the entire tariffed and/or Guidebook rates or negotiated/contract rates, whichever are lower, for services identified in paragraph 2 preceding: small schools as defined in Section 42283 of the Education Code, participants whose E-rate applications have been denied, and participants who subscribe to services that are ineligible for E-rate discounts.

c. California Community Colleges

Participating California community colleges (CCCs) shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in paragraph 2 preceding. The 50% discount is contingent on an annual limit of \$7.2 million (adjusted yearly based on Western Consumer Price Index) funding availability for CCCs as set forth in Decision 08-06-020. The Company shall suspend all discounts upon notification from the CPUC that the CCC funding is close to reaching the annual limit. Customers shall be responsible for re-paying all discounts received that are subsequently denied by the CPUC as a result of reaching the annual limit, pursuant to D.08-06-020.

(N)

Competitive Local Carrier Tariff

d. Community Based Organizations (CBOs)

Participating CBOs shall be entitled to a 50% discount off tariffed and/or Guidebook rates or negotiated/contract rates, whichever are lower, for services identified in paragraph 2 preceding.

- (1) E-rate discounts received by a CBO offering Head Start programs shall first be taken into account prior to applying the CTF discount to the eligible service charges subscribed by the CBO. The statewide average E-rate discount is deducted from the CBO's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the CBO. However, when the CBO subsequently receives its approved E-rate benefit, the CBO's account shall be retroactively adjusted to reflect the approved E-rate funding.

e. Rural Health Care Providers (RHCP)

Public or non-profit healthcare providers in rural areas may be eligible for Federal rural healthcare discounts under the Rural Health Care Program of the Universal Service Fund. Beginning no later than September 21, 2011, Rural Health Care (RHC) funding received by a RHCP shall first be taken into account prior to applying the CTF discount to the eligible service charges subscribed by the RHCP. The 50% CTF discount shall be calculated as follows:

- (1) The 50% discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP that does not apply for Rural Health Care (RHC) funding in a given fiscal year.
- (2) The 50% discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP awaiting approval for RHC funding for fiscal year 2012-2013, and beyond. Once approved, the CTF discount shall be trued up for that fiscal year to take into account the RHC funding received.

(N)

(N)

Competitive Local Carrier Tariff

(N)

B. FUNCTIONAL EQUIVALENTS

The following tariffed services have been determined to be functional equivalents:

PBX Trunk - Business Access Trunk Line Service is used for customer premise equipment such as multi-line key systems or a PBX equivalent. It provides the same access to the network as a 1MB.

CENTREX Line - This service provides local exchange telecommunications service with access to local calling, local toll calling and long distance carrier networks and can transport low speed analog data like a 1MB.

CENTREX ISDN - This service provides local exchange telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice, circuit switched data and packet switched data 1 utilizing an ISDN architecture.

Advanced Digital Network Service (ADN) - Provides end to end or end to multi-point connection which is similar to FasTrak Frame Relay DS0, and FasTrak SMDS DS0. Synchronous Optical Network (SONET) Ring and Access Services 2 provide for higher bandwidths (OC-3, OC-12, OC-48 and OC-192) communication paths on dedicated, fiber-based, self-healing rings or as point-to-point network configurations connecting customer premises. All traffic carried on SONET is carried synchronously see below for functional equivalents:

OC-3 is the functional equivalent to 84 DS-1 or 3 DS-3 Circuits or 155 Mbps  
OC-12 is the functional equivalent to 336 DS-1 or 12 DS-3 Circuits or 622 Mbps  
OC-48 is the functional equivalent to 1,344 DS-1 or 48 DS-3 Circuits or 2.4 Gbps  
OC-192 is the functional equivalent to 5,376 DS-1 or 192 DS-3 Circuits or 9.6 Gbps

The following tariffed services have been determined to be functional equivalents of Hicap DS-1 service:

IMA (Inverse Multiplexing ATM) - Provides multiple T1 (1.54M) bandwidth to be multiplexed into a single bandwidth. Provides a way for users to access ATM at rates between the traditional DS1 and DS3 levels. It allows multiple DS1s to act as a single, logical ATM connection. It allows multiple DS1s to act as a single, logical ATM connection at speeds 3 Mbps to 12 Mbps.

(N)

Competitive Local Carrier Tariff

(N)

Super Trunk - Super Trunk is the high-capacity trunk for PBX or similar equipment, providing increments of 24 exchange channels via HiCap delivery. Super Trunk provides T1 capacity for voice traffic. Super Trunk is a natural capacity extension of individual lines and trunks and provides fundamentally the same voice grade functionality. It is used for making and receiving voice calls.

GigaMAN (Gigabit Ethernet Metropolitan Area Network) - Used to connect gigabit Ethernet switches from one customer location to another at 1 Gbps. The GigaMAN product provides the electronics on both ends of dedicated fiber facilities enabling the interconnection between sites to take place. The GigaMAN service is one of the higher speed offerings in the Transparent LAN family of services, which includes 10/100 Mbps Ethernet, 4/15 Mbps token ring, FDDI and ESCON. Industry term is "Transparent LAN Service". Transparent LAN Services provide LAN interconnection service between LANs with a native rate interface and typically connect customer locations in a Metropolitan Area Network (MAN).

DecaMAN (10 Gigabit Ethernet Metropolitan Area Network) - Used to connect 10 gigabit Ethernet switches from one customer location to another at 10 Gbps. The DecaMAN product provides the electronics on both ends of dedicated fiber facilities enabling the interconnection between sites to take place.

OPT-E-MAN (Optical Ethernet Metropolitan Area Network) – This service is an advanced service offering networking capabilities utilizing Optical Ethernet. Optical Ethernet is the use of Ethernet LAN packets running over optical fiber. OPT-E-MAN provides an integrated service consisting of fiber transport connected to the Ethernet device capable of switching and routing. OPT-E-MAN will provide bandwidth ranging from 2 Mbps to 1 Gbps.

CSME (Customized Switched Metro Ethernet) – This service is an advanced service offering networking capabilities utilizing Optical Ethernet. CSME provides an integrated service offering consisting of fiber transport connected to an Ethernet device capable of switching and routing. Customers will connect to the service using a router, bridge or switch. CSME Service provides bandwidths of 10 Mbps, 100Mbps or 1 Gbps.

C. BILLING

Customers will receive the discounts described herein within two (2) billing periods of the eligible services being provided.

(N)

Competitive Local Carrier Tariff

(N)

D. SPECIAL CONDITIONS

If the Executive Director of the California Public Utilities Commission (CPUC) determines that the approved CTF funding level will be insufficient to reimburse the Company for its CTF claims for the entire fiscal year, the CPUC will promptly inform the Company concerning this condition and direct the Company to suspend CTF discounts to qualifying Schools, Libraries, Government and District Owned Hospitals, Government and District Owned Health Clinics, Community Based Tax Exempt Organizations and California community colleges on a schedule consistent with fund balances and Company claims, and with appropriate prior notice to customers.

E. General Term No. 2 – Discounted Advanced Services

Applicable to Remote LAN (Local Area Network) Service, Asynchronous Transfer Mode (ATM) Service and Frame Relay Service Decision 96-10-066 authorizes discounted advanced services for qualifying schools, libraries, hospitals and health clinics, community based organizations, and California Community Colleges, approved by the CPUC.

Federal funding or subsidy given CTF participants for CTF eligible services shall first be taken into account prior to applying the CTF discount.

(A) Qualified Entities

Schools and Libraries:

Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries. Qualifying schools and libraries shall be entitled to a 50% discount off posted rates or negotiated/contract rates, whichever are lower.

- (1) If the customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for DAS) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.
- (2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.

(N)

Competitive Local Carrier Tariff

(N)

- (3) The statewide average discount is deducted from the customer's services solely for purposes of calculating the DAS discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate. The schools and libraries, preceding, shall be entitled to a 50% discount off the entire posted rates or negotiated/contract rates, whichever are lower, for services identified in paragraph 2 preceding: small schools as defined in Section 42283 of the Education Code, participants whose E-rate applications have been denied, and participants who subscribe to services that are ineligible for E-rate discounts.

Hospitals and Health Clinics: Municipal and county government owned and operated hospitals and health clinics qualify for a 50% discount off posted rates or negotiated/contract rates, whichever are lower.

Rural Health Care Providers (RHCP): Public or non-profit healthcare providers in rural areas may be eligible for Federal rural healthcare discounts. Rural Health Care (RHC) funding received by a RHCP shall first be taken into account prior to applying the CTF discount to the eligible service charges subscribed by the RHCP.

The 50% CTF discount shall be calculated as follows:

- (1) The 50% discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP that does not apply for Rural Health Care (RHC) funding in a given fiscal year.
- (2) The 50% discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP awaiting approval for RHC funding for fiscal year 2012-2013, and beyond. Once approved, the CTF discount shall be trued up for that fiscal year to take into account the RHC funding received.

(N)



Competitive Local Carrier Tariff

(N)

Community Based Organizations (CBOs): Only a tax exempt organization offering Head Start programs, health care, job training, job placement, or educational instruction, or a non-profit CBO providing 2-1-1 information and referral services, shall qualify for the discounted rates for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501(c)(3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application.

Qualifying CBOs shall be entitled to a 50% discount off posted rates or negotiated/contract rates, whichever are lower. These discounted rates may not be resold to, or shared with, any other nonqualifying entity or person. E-rate discounts received by a CBO offering Head Start programs shall first be taken into account prior to applying the CTF discount to the eligible service charges subscribed by the CBO, as follows:

- (1) If the CBO has been approved to receive E-rate discounts, the E-rate discount received shall be deducted from CTF eligible service charges prior to applying the 50% discount.
- (2) Effective July 1, 2012, if the CBO does not have an actual E-rate, a statewide average E-rate discount (set annually by the Commission) shall be deducted from CTF eligible service charges prior to applying the 50% discount.
- (3) The statewide average E-rate discount is deducted from the CBO's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the CBO. However, when the CBO subsequently receives its approved E-rate benefit, the CBO's account shall be retroactively adjusted to reflect the approved E-rate funding.

California Community Colleges (CCCs):

Qualifying California community colleges and/or districts shall be entitled to a 50% discount off posted rates or negotiated/contract rates, whichever are lower.

(N)

Competitive Local Carrier Tariff

(N)

E. General Term No. 2 – Discounted Advanced Services (Cont'd)

(A) Qualified Entities (Cont'd)

The 50% discount is contingent on an annual limit of \$7.2 million (adjusted yearly based on Western Consumer Price Index) funding availability for CCCs as set forth in Decision 08-06-020. The Company shall suspend all discounts upon notification from the CPUC that the CCC funding is close to reaching the annual limit.

Customers shall be responsible for re-paying all discounts received that are subsequently denied by the CPUC as a result of reaching the annual limit, pursuant to D. 08-06-020.

(B) Services Eligible For DAS

All measured business service lines, switched 56 lines, ISDN, T-1, DS-3, DSL1 and up to and including OC-192 services or their functional equivalents.

The following services have been determined to be functional equivalents:

Frame Relay - Provides customers with a high speed packet switched data service for their wide area networking needs. It provides the equivalent service as DS0 (ADN), DS1 (Hi-Cap) and DS3.

ATM Cell Relay Service - Provides a high speed connection oriented transport service. SBC Advanced Solutions Inc. CRS is implemented using Asynchronous Transfer Mode (ATM) technology. It provides the equivalent service as DS1 (Hi-Cap), DS3 and OC-3c (equivalent to 84 DS-1s or 3 DS-3s)products.

Advanced Digital Network Service (ADN) - Provides end to end or end to multipoint connection which is similar to Frame Relay DS0, and SMDSDS0.

Note: Remote LAN (R-LAN) Digital Subscriber Line (DSL) Transport is a service provided to businesses with a Local Area Network (LAN) which enables the business to allow access to its LAN remotely. This service is purchased by businesses to meet their own administrative telecommunications needs, and is not used as a means to facilitate the sale of another service which is not a telecommunications service (e.g. information service).

(N)

Competitive Local Carrier Tariff

(N)

(C) SPECIAL CONDITIONS

For any fiscal year in which the State of California budget is approved with zero funding for the CTF or for any fiscal year in which the Executive Director of the California Public Utilities Commission (CPUC) determines that the approved CTF funding level will be insufficient to reimburse the Company for its CTF claims for the entire fiscal year, the Company will suspend CTF discounts to qualifying Schools, Libraries, Government and District Owned Hospitals, Government and District Owned Health Clinics, and Community Based Tax Exempt Organizations.

In the event of such a suspension, all services billed at CTF discounted rates will be converted to and billed at the regular tariffed or contracted rates.

(N)

Competitive Local Carrier Tariff

RULES (Cont'd)

Rule 24 - Directory Listings; Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Customers. However, the Company will arrange for Customers purchasing dial tone telecommunications services from the Company, other than Customers requesting nonpublished service, to be listed in the directories and directory assistance records of AT&T California or VERIZON California in accordance with their listing service tariff schedules,<sup>3</sup> subject to availability of such listing services to Company's Customers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Customers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Customer, at no charge, one copy of the AT&T California or VERIZON California white and yellow pages directory applicable to the location at which the Customer receives service.

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<sup>3</sup> See: AT&T California Cal.P.U.C. Schedule No. A5.7.1  
VERIZON California Schedule Cal.P.U.C. No. D-1.

Competitive Local Carrier Tariff

TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, whether set forth herein or established by special contract, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate telecommunications services.

Surcharges may be imposed depending upon the applicability of the surcharges to the services provided within this tariff. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates to intrastate services, excluding the following: (a) Universal Lifeline Telephone Service (ULTS); (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-specified contracts effective before 9/15/94; (e) usage charges for coin operated pay telephones; (f) director advertising; and (g) one-way radio paging.

Telecommunications carriers are also required to apply the CPUC Reimbursement Fee rate to intrastate services, excluding the following: (a) directory advertising and sales; (b) terminal equipment sales; and (c) inter-utility sales.

For a list of the Public Program surcharges and Reimbursement Fee and the amounts, please refer to the Pacific Bell (d/b/a AT&T California) tariffs.

Competitive Local Carrier Tariff

A. Local Private Line Service

A-1. Description

1. Private Line Service is provided on a point-to-point basis between Customer designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the Incumbent Local Service Area exchange.
  - a. Customer designated premises via a Company designated central office.
  - b. A customer designated premises and a Company designated central office.
  - c. Company designated central offices.
  - d. Company designated central offices and a customer designated serving wire center.
2. Local Private Line Service is provided only where facilities are available and where the Company can secure acceptable arrangements with underlying suppliers (for resold services) and is further subject to the technical limitations of the digital equipment used by the Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
3. Local Private Line Service is a service for the transmission of digital signals only and uses only digital transmission facilities.
4. Local Private Line Service is designated to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24 hour period.
5. Local Private Line Service is furnished on a full-time basis, 24 hours a day, seven days a week.
6. Local Private Line Service is available in standard DS1 and DS3 offerings.

Competitive Local Carrier Tariff

A. Local Private Line Service (Cont'd)

A-2. Application of Rates and Charges

1. All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in section 4 hereinbelow. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by local exchange telephone companies incurred by or on behalf of the customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.
2. The rates for Local Private Line Service consist of a nonrecurring installation charge, a monthly recurring fixed rate, and a monthly recurring per mile rate measured using V&H coordinates.
3. Local Private Line Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of the service commitment period. At the expiration of the Customer's commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-to-month basis.
4. In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements, including ICB.

Competitive Local Carrier Tariff

A. Local Private Line Service (Cont'd)

<u>Speed</u>	<u>Pt-Pt</u>	<u>Hub</u>	<u>End Link</u>	<u>Installs</u>
DS-0	\$ 330.00		\$ 165.00	\$ 1,125.00
DS-1	\$ 580.00	\$ 440.00	\$ 305.00	\$ 1,250.00
DS-3	\$ 3,990.00	\$ 2,835.00	\$ 2,065.00	\$ 1,250.00
OC-3	\$ 7,400.00	\$ 5,125.00	\$ 3,700.00	\$ 5,000.00
OC-12	\$19,800.00	\$13,860.00	\$ 9,900.00	\$ 5,000.00
OC-48	\$44,750.00	\$31,445.00	\$22,175.00	\$ 5,000.00
Fast E 10Meg	\$ 2,000.00			\$ 3,500.00
Fast E 100Meg	\$ 3,000.00			\$ 5,000.00
Gige 150	\$ 3,750.00			\$ 5,000.00
Gige 600	\$ 6,000.00			\$ 7,500.00
Gige 1000	\$ 7,500.00			\$10,000.00



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B. Ancillary Charges

B-1. Order Change Charge

<u>Speed</u>	<u>Order Change Charge</u>
DS-0	\$100.00
DS-1	\$200.00
DS-3	\$250.00
OC-3	\$750.00
OC-12	\$750.00
OC-48	\$750.00
Fast E 10Meg	\$750.00
Fast E 100Meg	\$750.00
Gige 150	\$750.00
Gige 600	\$750.00
Gige 1000	\$750.00

B-2. Order Cancellation Charge

<u>Speed</u>	<u>Pre-Engineering</u>	<u>Post-Engineering</u>
DS-0	\$200.00	\$1,225.00
DS-1	\$400.00	\$1,250.00
DS-3	\$1,000.00	\$1,250.00
OC-3	\$1,000.00	\$5,000.00
OC-12	\$2,500.00	\$5,000.00
OC-48	\$2,500.00	\$5,000.00
Fast E 10Meg	\$1,500.00	\$3,500.00
Fast E 100Meg	\$2,500.00	\$5,000.00
Gige 150	\$2,500.00	\$5,000.00
Gige 600	\$3,750.00	\$7,500.00
Gige 1000	\$5,000.00	\$10,000.00

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EQUAL ACCESS

A-1. Carrier Selection Process for Equal Access

At such time as the Company offers dial tone telecommunications services to Customers, the Company will implement the following rules set forth in Appendix A to Decision 97-06-104:

1. IntraLATA presubscription will be offered by the Company without balloting of subscribers.
2. IntraLATA presubscription will be offered by the Company pursuant to the so-called "full 2-PIC methodology," which permits customers to presubscribe to a telecommunications carrier for all inter-Local Access Transport Area (interLATA) calls and to presubscribe to another telecommunications carrier for all intraLATA toll calls. The acronym "PIC" designates "primary" or "preferred" interexchange carrier.
3. The non-recurring charge for intraLATA changes shall be set equal to the current Company's rates for interLATA PIC changes.
4. If a customer changes both its interLATA and intraLATA PICs at the same time and to the same long distance carrier, the Company will bill the customer the full non-recurring interLATA PIC change charge and one-half of their respective intraLATA PIC change charge. The full non-recurring PIC change charge shall be levied when an intraLATA PIC change is ordered separately from an interLATA PIC change and/or when a customer presubscribes to different carriers for its interLATA and intraLATA toll service at the same time.
5. New customers who do not affirmatively select an intraLATA PIC will not be presubscribed to any carrier; instead, they will be required to place intraLATA toll calls on a 10XXX basis until they select a carrier on a presubscribed basis. For the purpose of these rules, a new customer is a subscriber who establishes telecommunications services with the Company after the Company has implemented intraLATA presubscription.
6. Call to a local operator, designated as "0-calls," shall be routed to a customer's local exchange carrier, except in the case of pay telephones where payphone providers and location providers can agree to route calls differently through the use of smart sets, or some other functional equivalent.
7. Implementation of intraLATA presubscription shall apply to public pay telephones and semi-public pay telephones in the manner set forth in the FCC Report and Order adopted September 20, 1996, in CC Docket 96-128, FCC 96-388, and Order on

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EQUAL ACCESS (Cont'd)

Carrier Selection Process for Equal Access (Cont'd)

Reconsideration adopted November 8, 1996, in CC Docket 96-128, FCC 96-439.

8. The Company shall handle in-bound calls for a period of one year following implementation of intraLATA presubscription in the following manner.
  - (a) In dealing with a carrier's service representative, both new and existing customers who raise the subject of intraLATA presubscription shall be advised that they have a choice of service providers for intraLATA services including the Company's service.
  - (b) If a new customer has not yet decided upon a specific carrier, the service representative will provide the customer with a list of available carriers from a list that is randomly generated. The choices shall be read off the list in the order they appear on that list.

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FORMS

Deposit Receipt

*SAMPLE*

**DEPOSIT RECEIPT**

{Date}  
{Customer Name}  
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \$ {deposit amount}.

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

Sincerely,

Mosaic Networx LLC

Competitive Local Carrier Tariff

FORMS (Cont'd)

Denial of Service

*SAMPLE*

**DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT**

{Date}  
{Customer Name}  
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for local telephone service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish local telephone service by paying a deposit. Please call our Customer service department at 1-866-724-2605 to obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our Customer service department at the above number.

Sincerely,

Mosaic Networx LLC

Competitive Local Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance

*SAMPLE*

**DISCONTINUANCE OF SERVICE FOR NON-PAYMENT**

{Date}  
{Customer Name}  
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Our records indicate that your account is past due. In order to avoid any interruption in your telephone service, payment in the amount of \$ {amount} must be received by us no later that {date}. If payment in full is not received on or before that date, your service will be disconnected. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month's usage, plus reconnection charges. Your local service will not be disconnected for nonpayment of Category III or other unregulated competitive services.

If you believe that the amount now overdue was billed in error, the Company will investigate the disputed amount upon written request. If, after the Company completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, State Building, Room 5109, Los Angeles, CA 90012 or 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.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. 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.
4. 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.
5. Your failure to make such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.

Competitive Local Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance (Cont'd)

6. If before completion of the PUC's review, additional bills become due that you wish to dispute, you must also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due. Your failure to do so will warrant discontinuance of service.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our Customer service department at 1-866-724-2605.

Sincerely,

Mosaic Networx LLC