

California Public Utilities Commission CD Compliance and Report Filing Cover Sheet

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Utility Number U - 7169 - c

Filing Date: 1/12/21

Utility Name: Blue Rooster Telecom, Inc.

Mailing Address: 3620 Sacramento Drive, Site 102, San Luis Obispo, CA 93401
(Street Address, City, State, Zip Code)

*Report Name: U-7169-C Annual Compliance with Pub. Util. Code § 489(a), Annual Tariff Filing 202101 COV

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Additional Instructions:

*Report Name Format:

Carrier U# + Submittal Frequency + Report Name + Year + Reporting Interval + (COV for Cover Sheet or CONF for Confidential or both or neither)

EXAMPLES:

U-xxxx-C Once Compliance with Pub. Util. Code § 708, Employee Identification Cards 201701 COV

U-xxxx-C Quarterly Settlement Report Compliance Report D. xx-xx-xxx COV CONF

U-xxxx-C Once Acceptance of Authority Granted 2017(CPCN, Registration license, WIR) D. xx-xx-xxx COV

U-xxxx-C Once Date of local exchange service offering to public D. xx-xx-xxx 201701 COV

****All submittals should reference a proceeding, a decision or resolution, if applicable. If not applicable, provide a summary of why the document is being submitted.**

1. Decision Number: (starts with D plus 7 numbers eg. D.xx-xx-xxx)
2. Resolution Number: (starts with Res T plus 5 numbers eg. Res T-xxxxx)
3. Proceeding Number: (starts with R, I, C, A, or P plus 7 numbers eg. R.xx-xx-xxx, etc.)
4. Ordering Paragraph (OP): Number from the decision (eg. OP4)
5. All formal appeals (including citation appeals) start with K (eg. K.xx-xx-xxx)

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Competitive Local Carrier Tariff

Tariff Schedules
Applicable to
Resold and Facilities-Based
Intrastate Local Exchange
Telephone Services
of
Blue Rooster Telecom, Inc.

(U-7169-C)

Competitive Local Carrier Tariff

TARIFF CHECKING SHEET

Current sheets in this tariff schedule CLC 1-T are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	40	Original
1	10 th Revised (T)	41	Original
2	Original	42	Original
3	Original	43	Original
4	1 st Revised	44	1 st Revised
5	Original	45	3 rd Revised
6	1 st Revised	45.1	1 st Revised
7	1 st Revised	45.2	Original
7.1.	Original	46	Original
8	Original	47	Original
9	Original	48	Original
10	Original	49	Original
11	Original	50	Original
12	1 st Revised (T)	51	Original
13	Original	52	Original
14	Original	53	Original
15	Original	54	Original
16	Original	55	Original
17	Original	56	Original
18	Original	57	Original
19	Original	58	Original
20	1 st Revised	59	Original
21	Original	60	4 th Revised
22	Original	61	3 rd Revised
23	Original	62	5 th Revised
24	Original	62.1	Original
25	Original	63	Original
26	Original	64	Original
27	Original	65	Original
28	Original	66	Original
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		
36	Original		
37	Original		
38	Original		
39	Original		

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Competitive Local Carrier Tariff

PRELIMINARY STATEMENT

Blue Rooster Telecom, Inc. (the "Company") has been granted authority by the California Public Utilities Commission (the "Commission") to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of California. This tariff schedule contains effective rules together with rates, terms, and conditions for basic residential local exchange service, local call termination, and switched access service provided by the Company within the service territories of Pacific Bell Telephone Company, Verizon California, Inc., Surewest Telephone, and Citizens Telecommunications Company of California, Inc. Other services provided by the Company are furnished on a non-tariffed basis, except that certain rule provisions set forth herein apply to services offered on a non-tariffed basis in accordance with applicable law or Commission orders. (T)

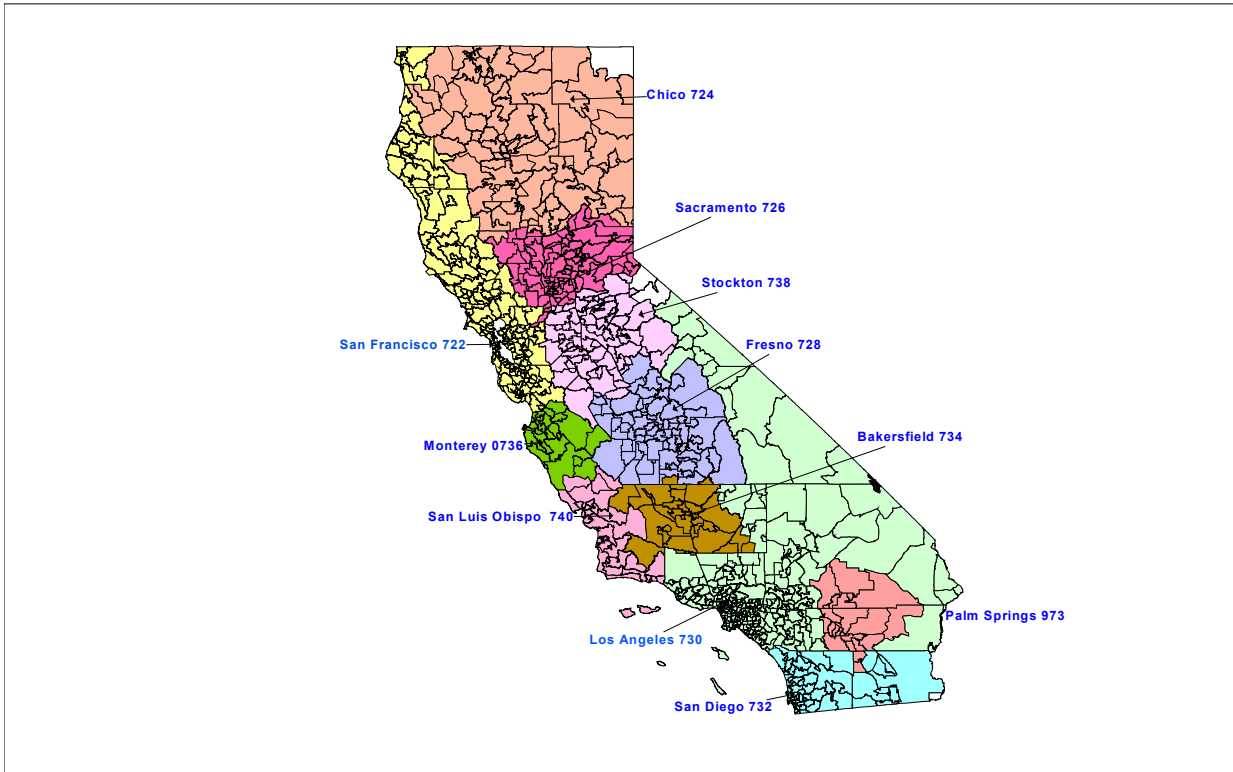
SYMBOLS USED IN THIS TARIFF

- (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.

Competitive Local Carrier Tariff

SERVICE AREA MAP

The Company provides competitive local exchange service in California within the service territories of Pacific Bell Telephone Company (“AT&T”), Verizon California, Inc. (“Verizon”), Surewest Telephone (“Surewest”), and Citizens Telecommunications Company of California, Inc. (“Citizens”). The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T, Verizon, Roseville, and Citizens.



Competitive Local Carrier Tariff

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.

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.

Access Services: Services provided by the Company, or jointly by the Company and one or more other public utility communications carriers, that provide Interexchange Service Providers with Exchange Access. (T)

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. (T)

Basic Service or Basic Residential Service: The term Basic Service or Basic Residential Service means "Basic Service" as defined by the Commission.

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.

CertA: The term "CertA" means the third-party administrator retained by the Commission to certify and verify the eligibility of LifeLine customers.

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

Company: The term "Company" or "Blue Rooster" means Blue Rooster Telecom, Inc.

Customer: The term "Customer" means an individual firm, company, corporation, or other entity, or person who contracts for service under this tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations, and specifically includes, with respect to Exchange Access, any Interexchange Service Provider or, with respect to Local Traffic, any Exchange Telephone Company, that, through direct interconnection of its facilities (whether owned, leased or acquired by tariff or contract) with the Company's Network or with the Network of another Exchange Telephone Company, knowingly or unknowingly, utilizes, on a prearranged or non-prearranged (casual use) basis, the Company's Network, in whole or in part, to originate, transport, or terminate Interexchange Communications directly or indirectly from or to, or to transport or terminate Local Traffic directly or indirectly to, an End User. Notwithstanding the foregoing, an Exchange Telephone Company that is providing a transiting function for Local Traffic delivered to it by another Exchange Telephone Company shall not be deemed a Customer with respect to such transited traffic. (T)

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

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.

End Office: The End Office is, in the case of communications originated by the End User, the first point of switching, and, in the case of communications terminated to the End User, the last point of switching. (T)

End User. The term "End User" means any individual, corporation, partnership, association, or other person or entity, including an entity that is affiliated with the Company as well as an unaffiliated entity, that is a subscriber to a communications service and not itself a public utility communications carrier, except that such a carrier shall be deemed an End User when using communications service for administrative purposes. In addition, a subscriber to an interconnected or non-interconnected VoIP service shall be deemed an End User with respect to communications that are completed using the public switched telephone network ("PSTN"). (T)

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

Competitive Local Carrier Tariff

Rule 1 - Definitions (Cont'd)

Exchange: The term "Exchange" means an exchange area established by an incumbent Exchange Telephone Company (commonly referred to as an incumbent LEC or "ILEC") in its tariffs filed with the California Public Utilities Commission ("CPUC").

(T)

Exchange Telephone Company: A public utility communications carrier providing service for the transmission of communications between End Users in an Exchange ("Exchange Service") or for access to End Users in an Exchange for the completion of Interexchange Communications ("Exchange Access").

(T)

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

Incumbent LEC: The term "Incumbent LEC" means either of the following local exchange carriers: AT&T, Verizon, SureWest, or Citizens.

Interexchange Communications: Communications between end points located in different Exchange areas, including, without limitation, Toll VoIP, as determined by reference to the Rate Centers associated with the originating and terminating telephone numbers. Interexchange Communications also includes all toll-free (8XX) traffic, irrespective of the locations of the calling and called parties. For the purposes of this tariff, Interexchange Communications does not include calls, other than 8XX calls, between End Users of commercial mobile radio services and other End Users when, at the time the call begins, the called and calling parties are both in the same major trading area.

(T)

Interexchange Service Provider: Any person that provides transmission by any technology or communications protocol of Interexchange Communications or any portion thereof; or (ii) provides prepaid calling card services. Notwithstanding the foregoing, for the purposes of this tariff, an Interexchange Service Provider does not include any such person acting solely in the capacity of a provider of Exchange Access to an affiliated or unaffiliated third-party public utility telephone corporation with respect to such transmissions unless such person is providing such Exchange Access through use or resale of carrier switched Access Service obtained pursuant to tariff or contract from the Company or another Exchange Telephone Company with whom the Company is jointly providing such switched Access Service on a meet-point billed basis (in such case, such person shall be deemed a Customer of, and shall be responsible for paying Company's charges for, switched Access Services).

(T)

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

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

Local Traffic: The term "local traffic" means voice or data traffic of any nature (including, without limitation, traffic that is originated, terminated, or transported in whole, or in part, using Internet Protocol) where the terminating point is within a 12 mile radius of the originating point, or is within the ZUM Zone 3 or mandatory EAS calling area (as established by Incumbent LEC tariff filed with the CPUC) of the originating point, as determined by reference to the rate centers associated with the originating and terminating telephone numbers.

(T)

(T)

[certain material formerly located on this sheet has been relocated to Sheet. No. 7.1]

Competitive Local Carrier Tariff

Rule 1 - Definitions (Cont'd)

- National Exchange Carrier Association Tariff: National Exchange Carrier Association, FCC Tariff No. 4, which is effective and on file with the Federal Communications Commission. (T)
- Network: Refers to facilities, equipment, or services that are used by the Company in providing telecommunications services to Customers and other persons or entities, including, without limitation, facilities, equipment, and services for such use that are obtained by the Company on a leased or other wholesale basis from other carriers. (T)
- Night: The term "Night," when used for purposes of applying rates, means 11:00p.m. to 8:00a.m., Monday through Friday, including Holidays.
- Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base. This does not prevent the subscriber's name from being displayed at a Public Safety Answer Point in connection with an E911 call.
- Rate Center: A geographic location identified by a name and vertical and horizontal coordinates designated by an Exchange Telephone Company that is used for the routing or rating of telecommunications. (T)
- Subscriber: See definition of "Customer."
- Toll VoIP: Communications traffic that is originated or terminated, or both, in Internet Protocol to End Users who are located in different Exchange areas, as determined by the locations of the Rate Centers associated with the called and calling parties' respective telephone numbers. (T)
- Wire Center: A building in which one or more central offices, used for the provision of Exchange Service or Exchange Access, are located. (T)

[Indicated material relocated from Sheet No. 7]

Competitive Local Carrier Tariff

Rule 2 – Description of Service

A. The Company provides, pursuant to this tariff, Basic Service 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. In addition, the Company provides, pursuant to this tariff, switched access services to interexchange carriers.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Pacific Bell Telephone Company.¹ In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber's side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.

¹ See: Pacific Bell Cal. P.U.C. Schedule No. A2.2.1.20

Competitive Local Carrier Tariff

Rule 3 – Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. At the time of all initial contacts for service, Applicants will be informed of the services available to the class of Subscriber to which the Applicant belongs. During the initial contact, all Applicants for residential service must be given information regarding the LifeLine program and its availability. The Company shall ask the Subscriber whether he or she is currently, or within the last 30 days has been, enrolled in LifeLine by another carrier. If the Subscriber answers in the affirmative, the Company shall, upon the Subscriber's consent, contact the CertA to validate the Subscriber's certification status. The Company will inform the Subscriber that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is currently or within the last 30 days has been enrolled in LifeLine. If the CertA cannot confirm the Subscriber's continued eligibility, the Subscriber will be treated as a new LifeLine applicant and be subject to the certification process specified by the Commission. If the Subscriber responds in the negative, the Company shall ask the Subscriber if he or she or any member of the household is enrolled in a public assistance program; and, if the Subscriber answers in the affirmative, the Company shall read from the list of approved means-tested programs and, upon the Subscriber's verbal certification of eligibility and consent, shall immediately contact the CertA to begin the LifeLine application process for the Subscriber and inform the Subscriber: (i) that the Subscriber will be receiving a certification form in the mail for completion; (ii) that the completed certification form must be completed on-line or filled in and returned to the CertA by the deadline date indicated on the form; (iii) of the amount of any required deposits; (iv) that a payment plan is available for nonrecurring charges and deposits for Basic Service; and (v) that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is eligible for LifeLine. If the Subscriber does not qualify under the program-based criteria, the Company shall ask about the Subscriber's household size and read the corresponding LifeLine income limit that the Subscriber must meet to qualify for LifeLine. The Company will also inform the Subscriber that the Subscriber must also provide income documentation substantiating the household income. Upon the Subscriber's verbal certification of eligibility and consent, the Company shall immediately contact the CertA to begin the LifeLine application process for the Subscriber, and inform the Subscriber: (i) that the Subscriber will be receiving a certification form in the mail for completion; (ii) that the completed certification form and supporting income documentation that reflect total household income must be returned to and received by the CertA by the deadline date indicated on the form; (iii) of the amount of any required deposits; (iv) that a payment plan is available for nonrecurring charges and deposits for Basic Service; and (v) that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is eligible for LifeLine. The Company shall also inform the Subscriber of the availability of 2 LifeLine lines if a member of the household uses a TTY and, upon the Subscriber's verbal certification of eligibility and consent, shall immediately contact the CertA to begin the LifeLine application process for the second LifeLine line and remind the Subscriber of the need to provide proof of the need for the TTY based on the issuance of the TTY by DDTP or a medical certificate of need for a TTY. The Company will inform the Subscriber that he or she may opt to receive instructions for certification forms in Braille (English only) or instructions and certification forms in large print. The Company will inform LifeLine applicants that they will incur regular rates and charges until the Customer is determined to be eligible for LifeLine.

Competitive Local Carrier Tariff

Rule 3 – Application for Service (cont'd)

- B. (cont'd) In addition, all Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call information services. This blocking service shall be made available to residential service subscribers free of charge, although the Company may impose a charge if the Subscriber requests deactivation of blocking.
- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide written confirmation that includes a brief description of the services ordered, itemization of all charges that will appear on the customer's bill, and a statement of all material terms and conditions that could affect what the Subscriber pays for service. The written confirmation will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any 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.
- F. 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

Rule 4 – Contracts

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

Competitive Local Carrier Tariff

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 Subscriber 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 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 date of the e-mail or postmark on the billing envelope, or such later date as shown on the bill itself. If you believe there is an error on your bill or have a question about your service, please call Blue Rooster customer support at 1-888-543-8701. (T)

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

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

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

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

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

Competitive Local Carrier Tariff

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

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

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
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 the Applicant or Subscriber requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Subscriber.
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 Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

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 Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage, except where service is provided under the Company's prepaid service schedule, if any.
2. Negotiation of a Subscriber'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.

Competitive Local Carrier Tariff

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be in writing by one or a combination of bill inserts, notices printed on bills, or a separate notices sent in the same manner as the Company's monthly bill (ie., by e-mail or first class U.S. Mail) to the Subscriber's last known e-mail, where Subscriber has agreed to receive notice in such manner, or U.S. Postal Service address, as applicable. Where written notice is given to a Subscriber or the Commission, 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 or upon successful transmission (as defined by Cal. Civil Code 1633.15(b) for electronic notices).
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office at the e-mail or U.S. Postal Service address specified by the Company for such pupose.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 25 days prior to the effective date of the increase. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

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

Competitive Local Carrier Tariff

Rule 8 – Notices (Cont'd)

C. Discontinuance of Service (Cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber 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 Subscriber.
 - 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 Subscriber may use to request amortization of the unpaid charges.
 - e. The procedure the Subscriber 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 Subscriber may direct inquiries.
 - h. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.
3. No notice of discontinuation will be given for prepaid services. Prepaid services will automatically terminate at the end of the prepaid term unless the Subscriber prepays for an additional term.

D. Change of Ownership or Identity

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

Competitive Local Carrier Tariff

Rule 8 - Notices (Cont'd)

E. Privacy

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

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

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

Competitive Local Carrier Tariff

Rule 8 - Notices (Cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber 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 Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

G. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's tariffs.

Competitive Local Carrier Tariff

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, credit card, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is e-mailed or mailed, as shown by the date of the e-mail or postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.5% per month from the due date on all delinquent amounts.
- F. A bill for retail (non-intercarrier) service will not include any previously unbilled charge for service furnished (T) prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month backbilling period.

Competitive Local Carrier Tariff

Rule 10 - Disputed Bills

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

1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
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 Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
6. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

The Company will respond to the Consumer Affairs Branch's requests for information within 10 business days.

After the investigation and review are completed by the Company as noted above, if the Subscriber elects not to deposit the amount in dispute with the CAB, such amount becomes dues 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 Subscriber that the investigation and review are completed and that such payment must be made or services will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

Competitive Local Carrier Tariff

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

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

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of Rule 16.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.
 - (viii) Prepaid services automatically terminate at the end of prepaid term unless Subscriber prepays for an additional term.
2. Notwithstanding anything in this tariff to the contrary, basic residential and single line business service will not be disconnected due to Subscriber's failure to pay for any services other than such basic services.

Competitive Local Carrier Tariff

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

B. Discontinuance by the Company (Cont'd)

3. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Such notice shall conform to the requirements of Rule 8.C. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
4. The Company will impose a service discontinuance charge in accordance with its tariff upon discontinuation of service, other than prepaid service, by the Company under this Rule.

C. Restoration of Service

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

Competitive Local Carrier Tariff

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 office at 4251 S. Higuera Street, Suite 800, San Luis Obispo, CA 93401.
- 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

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Allowances for credit interruptions will be provided in accordance with Rule 14.

Competitive Local Carrier Tariff

Rule 14 – Limitation of Liability

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section 3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The Company concurs in the provisions set forth in Pacific Bell's tariff regarding allowances for interruptions for of services furnished solely by the Company, including, without limitation, the allowances shown below:

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

Competitive Local Carrier Tariff

Rule 14 – Limitation of Liability (Cont'd)

A. Liability of the Company (Cont'd)

6. Subject to section 3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.
8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.
9. Subject to section 3 of this rule, the Company shall allow a credit for errors in telephone numbers or other information furnished by the Company's directory assistance operators in an amount not in excess of the charge for a call to directory assistance, dialed direct or placed through another Company operator (i.e. "0" operator) as appropriate to the call on which error occurred. For direct dialed calls, the credit will only apply if the Subscriber has exceeded the Subscriber's allowance and incurred a charge.

Competitive Local Carrier Tariff

Rule 15 – Use of Service for Unlawful Purposes

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

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

Competitive Local Carrier Tariff

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

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

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

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

Public Utilities Commission
Consumer Affairs Branch
State Building
505 Van Ness Avenue, Rm. 2003
San Francisco, California 94102

Competitive Local Carrier Tariff

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 Subscriber 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 Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. 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

Rule 18 - Nonpublished Service: Release of Information

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

APPENDIX "A"

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

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 or a county or city 911 project when acting in an official capacity; or
 - Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Competitive Local Carrier Tariff

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

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

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

Rule 19 - Credit Information and Calling Records: Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, require that the Commission include the provisions of the rule set forth in Appendix "B" of those decisions as a part of the rules in the Blue Rooster's tariff schedules. Accordingly, the provisions of Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206, are 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

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

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

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

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

e. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the customer shall also be retained for a like period of one year.

Competitive Local Carrier Tariff

Rule 20 – Services for Deaf, Hearing-Impaired, and Disabled Subscribers

1. The Company has contracted with Pacific Bell to offer equipment and services to eligible deaf, hearing-impaired and disabled Subscribers. Please contact the Company's business office for details of this program.
2. Customers may access the California Relay Service at no charge by dialing 711. No charges will apply to local calls completed via 711 access; however, regular ZUM Zone 3 and other long distance charges apply after connection by the California Relay Service to the called telephone number. Payphone owners connected to the Company's service are prohibited from charging for 711 access to the California Relay Service and shall post a readily-visible notice advising payphone patrons that there is no charge for 711 calls.

Competitive Local Carrier Tariff

Rule 21 - 911 Emergency Service

End users may access 911 emergency service over the Company's facilities at no charge to Subscribers or end users. Subject to the availability and continuation of such service from the underlying facilities-based carrier, a residential Subscriber whose service is discontinued by the Company under Rule 11 will continue to receive access to 911 service at no charge until such time as service is rendered by another carrier.

Competitive Local Carrier Tariff

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 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.
- D. If a check received for prepaid service is returned prior to the end of a fully paid prepaid term, the prepaid service will automatically terminate at the end of the fully paid term unless the Returned Check Charge and the amount due for renewal of the prepaid service is paid before the end of the fully prepaid term. If a check received for prepaid service is returned after the commencement of the term for which the check was tendered, the service will be discontinued without notice. In the event prepaid service terminates or is discontinued as the result of a returned check, the service must be reestablished as a new service and all charges for establishment of new prepaid service will apply. The Customer will be liable for the amount of the Returned Check Charge, plus any unpaid charges for services rendered (recurring charges will be prorated), irrespective of whether service is re-established.

Competitive Local Carrier Tariff

Rule 23 – Customer Responsibility

1. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
2. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.
3. Customer is responsible for the security of all assigned access numbers and authorization codes, and for maintaining the security of its PBX equipment and all services furnished to Customer that afford remote access, dialing, call completion, and similar capabilities, including, but not limited to, DID-to-DOD Call Transfer feature and Centrex-type services. Customer shall be liable for all misdialed and fraudulent use of toll and other services furnished by Company or interconnected carriers, including without limitation, fraudulent use of such services by unknown third parties using remote access features of Customer's PBX equipment or using remote access, dialing, call completion, and similar capabilities of services furnished to Customer, including, without limitation, DID-to-DOD Call Transfer feature, and Centrex-type services, and shall be responsible for any and all calls made on its assigned access lines. Lost or stolen cards must be reported immediately. Company reserves the right to change access numbers and authorization codes upon notice to Customer.
4. It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address information to the 911 database administrator. Once the Customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Company to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Company will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System. (T)

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Competitive Local Carrier Tariff

Rule 24 - Discounts for Qualifying Public Service Agencies

Pursuant to Commission Decision No. 96-10-066 and subsequent decisions, the Company may provide certain services at discounted rates to qualified public service agencies. The provision of discounted services is contingent on the continued availability to the Company of funding from the California Teleconnect Fund ("CTF"). Eligibility criteria and the identification of services and discounts available under this rule are as specified below. If state funding for the CTF is exhausted, participants will be backbilled for all discounts advanced by the Company that have not been funded through the CTF. Federal funding or subsidies given to CTF participants for CTF-eligible services shall be taken into account before applying the CTF discount. (T)

1. Eligibility for Discounts. Discounted services under this rule will be provided to the following types of public service agencies after presentation of proof of eligibility to the Company in accordance with the Commission's rules governing the CTF discount program: (i) "Qualifying Schools and Libraries" -- public or nonprofit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, and libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 U.S.C § 335c, et seq.); (ii) "Qualifying Hospitals and Health Clinics" -- municipal or county government or hospital district owned and operated hospitals and health clinics; (iii) "Qualifying Community Based Organizations" -- organizations described in 26 U.S.C. §§ 501(c)(3) or 501(d) that offer health care, job training, job placement, or educational instruction, and community-based nonprofit organizations that are exempt from taxation under 26 U.S.C § 501(c)(3) and engage in diffusing technology into local communities and training communities that have no access to or have limited access to the Internet and other technologies; (iv) California community colleges or districts; and (v) public or non-profit health care providers in rural areas. (T)

2. Eligible Services. Services for which CTF discounts may be received under this rule are currently specified in CPUC Decision 15-07-007, which is available online at <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M153/K445/153445700.PDF>. Such services include the following services and their functional equivalents, if offered by the Company at the time service is requested:

(a) Digital Transmission Service: Asynchronous Transfer Mode (ATM), Broadband over Power Lines (BPL), Digital Subscriber Line (DSL), DS-1, DS-3, Ethernet, Fiber, Frame Relay/Permanent Virtual Circuit (PVC), Integrated Services Digital Network (ISDN, BRI, PRI), OC-1, OC-3, OC-12, OC-N, Satellite service, Switched Multimegabit Data Service (SMDS), T-1, T-3, Fractional T-1, Wireless, and Wide Area Networks (WAN). In addition, subject to approval by CPUC staff, such services may also include the telecommunications component of Distance learning capability, Video, and Interactive television.

(b) Internet Access: (Support in this funding category is generally only available for basic conduit access to the Internet but is not available for content, equipment purchased by applicants, and services beyond basic conduit access to the Internet. Basic conduit access technologies include but are not limited to: BPL-enabled Internet access service, Cable, Digital Subscriber Line (DSL), Fiber/Dark Fiber, Satellite service, Telephone dial-up, T-1 lines, Wireless, Wide Area Network (WAN).)

(c) Wireless Internet Access Service (The CTF discount only applies to data plans and laptop cards and not cellular voice minutes or plans)

(d) Telephone Service: Measured Business Service, VoIP (T)

Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person. (T)

Competitive Local Carrier Tariff

Rule 24 - Discounts for Qualifying Public Service Agencies (cont'd)

3. Discount: Services provided under this will rule will be discounted as specified below:

CBOs. Participating CBOs will be entitled to a 50% non-voice/25% voice discount (or 50% discount if the Voice Exemption described below applies) off posted or negotiated/contract rates, whichever is less, for eligible services. CBOs offering Head Start programs will be entitled to a 50% non-voice/25% (or 50% discount if the Voice Exemption described below applies) voice discount off posted or negotiated/contract rates, whichever is less, for eligible services, after first deducting the applicable E-rate discounts in the same manner as for participating schools, as specified below. CBOs providing healthcare in rural areas may be eligible for federal rural healthcare funding under the Rural Health Care Program of the Universal Service Fund ("RHC") equal to the difference between urban and rural rates. Such CBOs will be entitled to a 50% non-voice/25% voice discount (or 50% discount if the Voice Exemption described below applies) off posted or negotiated/contract rates, whichever is less, for eligible services, after first deducting the applicable RHC funding in the same manner as for participating RHCPs, as specified below.

Schools and Libraries. Participating Schools and Libraries will be entitled to a 50% non-voice/25% voice discount (or 50% discount if the Voice Exemption described below applies) off posted or negotiated/contract rates, whichever is less, for eligible services, after first deducting the applicable E-rate discounts. The discount will be calculated as follows:

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

(b) If the participant has been approved to receive E-rate discounts, the CTF discount will be applied to the services after deducting the actual E-rate discounts from the billed amount. For E-rate schools, the CTF discount amount shall be no higher than its E-rate subsidy. However, if an E-rate school's subsidy for voice services is 0%, it will retain the voice discount of 25% (or 50% discount if the Voice Exemption described below applies).

(c) The statewide average discount is deducted from the participant'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 participant. However, when the participant receives its approved E-rate benefit, the participant's account will be retroactively adjusted to reflect the approved E-rate.

(d) The following schools and libraries will be entitled to a 50% non-voice/25% voice discount (or 50% discount if the Voice Exemption described below applies) off posted or negotiated/contract rates, whichever is less, for eligible services: 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.

Rural Health Care Providers (RHCP). Public or non-profit healthcare providers in rural areas may be eligible for RHC funding. 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% non-voice/25% voice (or 50% discount if the Voice Exemption described below applies) CTF discount shall be calculated as follows:

(1) The 50% non-voice/25%/50% voice discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP that does not apply for RHC funding in a given fiscal year.

(2) The 50% non-voice/25%/50% voice discount shall be applied to the entire CTF eligible service charges subscribed by the RHCP awaiting approval for RHC funding. Once approved, the CTF discount shall be trued up for that fiscal year to take into account the RHC funding received.

[material previously on this sheet relocated to sheet 45.2]

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Competitive Local Carrier Tariff

Rule 24 - Discounts for Qualifying Public Service Agencies (cont'd)

3. Discount: (cont'd)

California Community Colleges. Participating California community colleges (CCCs) and/or districts will be entitled to a 50% non-voice/25% voice discount (or 50% discount if the Voice Exemption described below applies) off posted or negotiated/contract rates, whichever is less, for eligible services.

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Hospitals and Health Clinics. Participating hospitals and health clinics will be entitled to a 50% non-voice/25% voice discount (or 50% discount if the Voice Exemption described below applies) off posted or negotiated/contract rates, whichever is less, for eligible services, net of RHC funding. Public or non-profit healthcare providers in rural areas may be eligible for RHC funding equal to the difference between urban and rural rates

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4. Special Terms for Voice Discounts

CTF recipients or prospective applicants in unserved or underserved areas of California can apply for a "Voice Exemption" to maintain a 50% discount on their voice services if they are using dial-up telephone service as the only means to access the Internet. An entity can verify if its location is eligible for a Voice Exemption by using the California Broadband Availability map on the Commission's CTF web site. Upon approval of the Voice Exemption by the Commission, their location will maintain the 50% discount for voice service, but will not be eligible for CTF discounts on other data or access services at that location. Such recipients must renew their exemptions every three years. Once an exemption is approved, it will be retained for a period of three years

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[indicated material relocated from sheet 45.1]

Competitive Local Carrier Tariff

TAXES AND SURCHARGES

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

Competitive Local Carrier Tariff

BASIC SERVICES

B-1 Basic Residential Service

1. Applicability

These rates apply to basic local exchange service furnished to residential customers. Features and other services not within definition of "basic service," including, without limitation, calling to points outside of the local calling area, are not included with service provided under this tariff but are available from the Company at an additional charge on a non-tariffed basis.

2. Territory

Within the base rate areas of all exchanges as shown and defined in Pacific Bell's and Verizon's current and effective tariffs on file with the Commission, except as specified below.

3. Service Establishment Charge – Assessed at rate specified in Company's price list for detariffed services.

4. Recurring Service Charge (per line, per month):

Pacific Bell service area:	\$22.95
Verizon service area:	\$33.45

5. Special Limitations and Conditions

Service not available to Customers in the following exchanges: Arvin; Big Butte; Big Sur; Boonville; Boulder Creek; Bradley; Butte City; Carmel Valley; Caruthers; Cayucos; Cottonwood; Dunnigan; Edwards; Elk; Esparto; French Gulch; Gonzales; Healdsburg; Hopland; Hornbrook; Hydesville; Le Grand; Los Molinos; Meridian; North Yuba; Ocotillo; Palmdale; Agua Dulce DA; Paskenta; Pauma Valley; Petaluma/Swift DA; Potter Valley; Rio Dell; Riverdale; San Ardo; Selma; Shasta Lake; Smartsville; Tomales; Trinidad; Waterford/Main DA; Wheatland; Woodlake.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

B-2 LifeLine Service

1. Applicability

These rates are applicable to LifeLine service ("LifeLine") provided to eligible residential subscribers.

2. Territory

Within the base rate areas of all exchanges as shown and defined in Pacific Bell's current and effective tariffs on file with the Commission.

3. Rates

- | | | |
|----|---|---------|
| a. | Initial Service Connection
(per line, per order): ¹ | \$10.00 |
| b. | Service Conversion ² | |
| c. | Flat Rate Service Charge ³
(per line, per month): | \$6.11 |
| d. | Measured Rate Service Charge ⁴
(per line, per month): | \$3.27 |

¹ Charge applies to all qualifying households residing at the same address, and any time a qualifying household establishes LifeLine, re-establishes LifeLine at the same residence to which LifeLine was previously provided, establishes LifeLine at a new residence, or switches LifeLine from one utility to another. Charge may be paid in three equal monthly installments, without an interest charge. Late payment of any installment shall be subject to late payment charges in accordance with this tariff.

² Charge applicable each time a LifeLine Subscriber requests a change in the class, type, or grade of service, including requests to change from Foreign Exchange Service. There is no limit on the number of times a LifeLine Subscriber may effect a change in the class, type, or grade of service at this rate.

³ Includes Unlimited Calling Between Points in Subscriber's Local Calling Area.

⁴ Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

B-2 LifeLine Service (Cont'd)

3. Rates (Cont'd)

- d. Measured Rate Service Usage Rates for Calls Between Points in Subscriber's Local Calling Area Over 60 Call Monthly Allowance (per message): \$0.08
- e. Calls to points outside of the Local Calling Area (ZUM Zones 1&2) are subject to standard residential tariff rates.
- f. LifeLine Subscribers will not be charged for toll-limitation service.
- g. LifeLine Subscribers will not be assessed federal EUCL charges, California High Cost Fund ("CHCF")-A surcharge, the CHCF-B surcharge, California Teleconnect Fund Surcharge, federal excise tax, or the California Emergency Telephone Users Surcharge.

4. Special Terms and Conditions

- a. LifeLine is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, flat, apartment, or other dwelling place that is occupied by the Subscriber's family that functions, or individuals who along with the Subscriber function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for LifeLine.
- b. The principal residence of a Subscriber to LifeLine must not be served by more than one LifeLine line except as otherwise provided herein. A household shall be eligible to receive two ULTS lines if: (a) the household meets all LifeLine eligibility criteria; (b) the household has a disabled member who has immediate and continuous access to a TTY within the household; and (c) the TTY is issued by the DDTP or the disabled member submits to the CertA a medical certificate indicating the member's need for a TTY. All LifeLine rules and regulations that apply to the one LifeLine line shall apply equally to the second LifeLine line provided to a household.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

B-2 LifeLine Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

- c. LifeLine is available only to Subscribers who meet either the income-based criterion or the program-based criterion for LifeLine service, as established by the Commission. No person who is claimed as a dependent on another person's income tax return is eligible for LifeLine.

(1) To meet the income-based criterion, the total household income for the fiscal year in which LifeLine service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the income limits established by the Commission. Such limits are published in the currently effective and filed tariff of Pacific Bell Telephone Company ("Pacific Bell"). The Company hereby concurs in the specification of such limits set forth in Pacific Bell's tariff and in accordance with the liability limitations of such tariff. Total household income includes all revenues, from all household members, from whatever source derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and cash payments from other sources, and all employment-related, non-cash income. For households with self-employed members, the "income from self-employment" shown on IRS Form 1040, Schedule C, line 29, shall be used in the determination of whether the household is eligible to participate in the LifeLine program. Borrowed money will not be considered as income when determining eligibility for participation in the LifeLine program. Funds transferred from one account to another, such as from a savings account to a checking account, shall not be considered as income when determining eligibility for the LifeLine program, even if such funds are used for living expenses. The Subscriber must provide to the CertA income documentation substantiating the Subscriber's household income. Acceptable documentation includes: prior year's state, federal, or tribal tax return; current income statement from an employer or paycheck stub for three consecutive months worth of the same type of statements within the calendar year.; statement of benefits from Social Security, Veterans Administration; statement of benefits from retirement/pension; Unemployment/Workmen's Compensation; a divorce decree; child support document; and other official documents.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

B-2 LifeLine Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

(2) To meet the program-based criterion, the subscriber or a member of the Subscriber's household must be a participant in a means-tested program approved by the Commission. Approved means-test programs include: Medicaid or Medi-Cal; Supplemental Nutrition Assistance Program (SNAP; formerly known as Food Stamps); Supplemental Social Security Income; Federal Public Housing Assistance (Section 8); Low Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF; known as California Work Opportunity and Responsibility to Kids or CalWORKs, Stanislaus Work Opportunity and Responsibility to Kids or StanWORKs, Welfare-to-Work or WTW, and Greater Avenues for Independence or GAIN)); National School Lunch's free lunch program (NSL); Tribal TANF; Bureau of Indian Affairs General Assistance; Tribal NSL; Tribal Head Start; Healthy Families Category A; Women, Infants and Children (WIC). A customer denied LifeLine eligibility for not being a member of a listed program who can demonstrate membership in a county-equivalent means-test program can appeal the denial decision with the Commission Consumer Affairs Branch (CAB).

- d. Each Subscriber enrolling in the LifeLine is subject to a certification process administered by CertA, except that a Subscriber who previously has been certified while participating in the program and has maintained eligibility for the program in all respects will not be required to go through the certification process in order to change carriers or to establish service at a new principal residence.
- e. The Subscriber will not be furnished service under the LifeLine program until the Company is notified by the CertA of the Subscriber's eligibility. Prior to such notification by the CertA, service provided to the Subscriber shall be subject to the Company's regular rates, terms, and conditions of service, including deposit requirements; provided, however, that the Subscriber shall have the option of paying the nonrecurring basic service establishment charge and basic service deposit in three equal monthly installments, with no interest charge. This installment payment option does not apply to any nonrecurring charges or any portion of a deposit that applies to requests for toll service, custom calling features, or other non-basic services. Upon receipt of notification from the CertA that the Subscriber is eligible for service under the LifeLine program, the Company shall credit the Subscriber for LifeLine discounts for the period beginning with the Lifeline Service Start Date or, at the Subscriber's option if the net credit would be at least \$10.00, issue a refund check in the amount of such discounts. For the purpose of calculating such discounts, the Lifeline Service Start Date means: (i) in the case of a Subscriber who, at the time the request for LifeLine service is made is not an existing Subscriber to the Company's local exchange service, the date that the Company begins providing local exchange service to the Subscriber; and (ii) in the case of a Subscriber who, at the time the request for LifeLine service is made is an existing Subscriber to the Company's local exchange service, the date of such request.

Competitive Local Carrier Tariff

B-2 LifeLine Service (Cont'd)

3. Special Terms and Conditions (Cont'd)

- f. Each Subscriber to LifeLine must annually verify his or her eligibility for LifeLine under either the income-based criterion or the program-based criterion in accordance with the processes administered by the CertA. In the event the Company is notified by the CertA that the Subscriber has failed to meet or comply with the verification requirements, the Subscriber will be removed from the LifeLine program and converted to regular service, effective as of the removal date specified by the CertA. Subscribers who wish to re-establish LifeLine service after removal from the program will be treated as new Subscribers, subject to the certification process and payment of a conversion charge. The LifeLine discounts will not be applied retroactively to the date of removal.
- g. Except as provided in paragraph e, no deposit or other form of security will be required of an Applicant for LifeLine unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored, except that if the Subscriber is disconnected for nonpayment of toll charges, the Company will provide LifeLine service to the Subscriber if the Subscriber elects to receive toll blocking.
- h. Each Subscriber to LifeLine must notify the Company when he or she no longer qualifies for LifeLine or a second LifeLine line, or if the service no longer meets the household's needs. Upon receipt of such notification, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service; but, the Company may require a deposit, if applicable.
- i. The Commission or the Commission's agent may audit and verify a Subscriber's eligibility to participate in the LifeLine program. Upon receipt of notification from the Commission or the Commission's agent that the Subscriber is not eligible for service under the LifeLine program, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service; but, the Company may require a deposit, if applicable. The Commission or the Commission's agent may bill the Subscriber for any LifeLine discounts the Subscriber should not have received during the period covered by the audit, plus interest at the 3-month rate for commercial paper.
- k. Notwithstanding any restrictions set forth in this tariff relating to disclosure of non-published customer information, the Company shall provide LifeLine Subscriber information to the CertA, as required by, and in accordance with, Commission requirements.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES

A-1 Directory Listings and Distribution of Directories for Basic Residential Service

The Company does not publish a directory or provide other similar listings of its Subscribers. However, the Company will arrange for Subscribers, other than Subscribers requesting nonpublished service, to be listed in the directories and directory assistance records of incumbent local exchange carriers, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in the directory listing schedules of incumbent carriers on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Subscriber, at no charge, one copy of the incumbent local exchange carrier white and yellow pages directory applicable to the location at which the Subscriber receives service.

A-2 Non-Published Basic Residential Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 18 of this tariff.

Non-Published Service Charge (per line, per month):	\$1.25
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Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-3 Directory Assistance

Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Directory Assistance is provided on a non-tariffed basis.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-4 900/976 Blocking

1. Applicability

Applicable to all Subscribers of the Company's basic residential service.

2. Territory

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

3. Description

The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges for basic service subscribers are as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-4 900/976 Blocking (Cont'd)

4. <u>Rates</u>	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
<u>Call Blocking</u>		
Residential (per line)	\$5.00	no charge
<u>Remove Call Blocking</u>		
Residential (per line):	\$5.00	no charge

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-5. Equal Access

A. Carrier Selection Process for Equal Access

1. The Carrier Selection Process is an agreement whereby:

(1) A subscriber may select an authorized carrier to place intrastate, interLATA MTS/MTS-type calls without the 101XXXX access code. This function is referred to as the subscriber's interLATA pre-subscribed interexchange carrier code. (PIC).

(2) A subscriber may select an authorized carrier to place intrastate, intraLATA MTS/MTS-type calls without the 101XXXX access code. This carrier is referred to as the subscriber's intraLATA pre-subscribed interexchange carrier code. (LPIC).

2. On the effective date(s) of intraLATA equal access, subscribers who have not designated a different LPIC will continue with the Company's intraLATA toll service.

3. In end offices where equal access is available, new subscribers must presubscribe to the PIC and/or LPIC of their choice at the time an order is placed for service. If a PIC and/or LPIC is not chosen at the time the order for service is submitted, the subscriber may access the interexchange carrier of the subscriber's choice by dialing the appropriate 101XXXX carrier identification code.

4. The full nonrecurring LPIC charge is applicable when an intraLATA LPIC change is ordered separately from the interLATA PIC change and/or when a subscriber presubscribes to different carriers, at the same time, for interLATA and intraLATA service. If a subscriber changes both PIC and LPIC at the same time, to the same IXC, CLEC, or LEC, the Company will bill the subscriber the full nonrecurring PIC change charge and one-half of the respective LPIC change charge.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-5. Equal Access (Cont'd)

A. Carrier Selection Process for Equal Access (Cont'd)

5. The Company will make post conversion changes in the subscriber's PIC or LPIC assignment pursuant to carrier provided list of customers. Should a subscriber dispute authorization of the change within 90 days of the PIC or LPIC assignment, and if the carrier cannot produce a letter of agency of confirmation from the subscriber, the Company will place the subscriber on the previous carrier's network where possible and the carrier will be billed one Unauthorized PIC or LPIC charge, for the change to the disputed carrier and one PIC or LPIC change charge, for placing the subscriber on the carrier network of his/her choice.

If the carrier produces the letter of agency or confirmation of choice within 30 days of the Company's request, the subscriber will be billed two PIC or LPIC charges in lieu of charges to the carrier. Charges are only applicable if a change in a subscriber's or agent's carrier selection has been implemented in the switch.

6. Rates -

	Nonrecurring Charge
(1) Charge for authorized PIC or LPIC change (per line):	\$5.00
PIC/LPIC Change (change made at the same time to the same IC, CLC or LEC for both interLATA and intraLATA) (per line):	\$7.50
(2) Charge for unauthorized PIC or LPIC change (per line):	\$50.00

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

B-1. Service Changes, Discontinuation, Suspension, Restoral – Basic Residential Service

Nonrecurring charges apply to process orders for certain changes in service as specified below:

	<u>Charge</u>	
	<u>Pacific Bell Area</u>	<u>Verizon Area</u>
1. Changes, additions, or removal of features (per service order, per line):	\$ 5.00	\$ 5.00
2. Temporary suspension of service at Customer request (per service):	\$22.95	\$33.45
3. Restoral charge following temporary suspension (per service):	\$25.00	\$25.00
4. Change in telephone number at Customer request (per line):	\$22.95	33.45
5. Change or addition of listing (per listing):	\$ 6.50	\$6.50
6. Discontinuation of service (per line):	\$15.00	\$15.00
7. Change in Caller ID blocking option (per line): ¹	\$ 5.00	\$ 5.00

¹ Blocking option may be changed at no charge one time after initial establishment of service.

Competitive Local Carrier Tariff

INTERCARRIER ARRANGEMENTS

A-1 Interconnection and Termination of Local Traffic

1. Interconnection

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

2. Termination of Traffic

The Company will terminate Local Traffic from an Exchange Telephone Company with which it directly or indirectly interconnects. In the absence of a written interconnection agreement, the Company will charge the originating Exchange Telephone Company for terminating Local Traffic at the rates for Switched Access Traffic Termination, as set forth in this tariff, provided that beginning on July 1, 2016, such rate shall be \$0.0007 per minute. Beginning on July 1, 2017, such traffic will be exchanged on a bill and keep basis.

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For the purposes of determining responsibility for the Company's Local Traffic termination charges, Local Traffic is deemed to originate on the network of the first Local Exchange Carrier that handles the traffic on the originating side of the PSTN, irrespective of whether the originating End User is a customer of such Local Exchange Carrier.

3. Provisions for Number Portability

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

A-2 Switched Access Service

1. Description

Switched Access Service provides a Customer who is an Interexchange Service Provider with the ability to utilize the Company's Network, alone or in conjunction with services and facilities of other Exchange Access service providers, for the purpose of completing Interexchange Communications. The service provides the Customer transport and switching to enable traffic to be transmitted between the Customer's point of presence (POP) and End Users within an Exchange. Interexchange Communications in both the originating and terminating direction will be completed for all such Customers. The rules and regulations set forth in Pacific Bell's intrastate access service tariff are hereby incorporated by reference and supersede the rules and regulations set forth herein to the extent of any inconsistency.¹

¹ Pacific Bell Telephone Company Cal. P.U.C. Schedule No. 175-T

Competitive Local Carrier Tariff

INTERCARRIER ARRANGEMENTS

A-2 Switched Access Service (Cont'd)

2. Ordering Service

Carriers and other service providers desiring to establish Switched Access Service arrangements with the Company must submit an application therefor using the Company's Access Service Request ("ASR") form. ASRs must be submitted to the Company on a manual (fax or mail) basis. Notwithstanding this or any other provision in this tariff, any knowing or unknowing, direct or indirect use of the Company's facilities by an Interexchange Service Provider meeting the definition of a Customer to complete calls to or from End Users constitutes an agreement by the Interexchange Service provider to comply with the provisions of this tariff and to pay the rates set forth herein for Switched Access Service.

3. Rates

(A) Traffic Origination: Traffic Origination rates apply when the Company provides, or has billing responsibility for providing, originating switched access. The Blended Switched Access rate applies when the Company provides the equivalent of all of the switched access functional elements: end office switching, tandem switching, switched transport, and information surcharge. The Company will apply specified access rates on an element-by-element basis in cases where the Company does not utilize all access elements; provided, that, for purposes of billing under this tariff, it will be presumed that all such elements apply when access is provided by the Company using a leased UNE-P type network platform in lieu of its own facilities.

a. <u>Blended Switched Access</u> (per access minute of use)	\$0.01871881
b. <u>End Office Switching</u> (per access minute of use)	\$0.01710885
c. <u>Information Surcharge</u> (per access minute of use)	\$0.00048118
d. <u>Tandem Switching</u> (per access minute of use)	\$0.00039831
e. <u>Switched Transport</u> (per access minute of use, per termination)	\$0.00022517
f. <u>Switched Transport</u> (per access minute of use, per mile)	\$0.00002801

Commencing as of July 1, 2014, the rate for originating Toll VoIP shall be equal to the Company's interstate rates for originating switched access. The percentage of originating traffic deemed to be Toll VoIP shall be based on the state average percentage of VoIP traffic as most recently published by the FCC in its Local Competition report, which currently is 35%, unless rebutted by the billed interexchange provider.

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Competitive Local Carrier Tariff

INTERCARRIER ARRANGEMENTS

A-2 Switched Access Service (Cont'd)

3. Rates (cont'd)

(B) Traffic Termination: Traffic Termination rates apply when the Company provides, or has billing responsibility for providing, terminating switched access service or local call termination.

AT&T Serving Area	Frontier Serving Area	Surewest Serving Area	Verizon Serving Area
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(a) Tandem Transport

Facility		.00005	.000293	.000002
Zone 1	.0000150			
Zone 2	.0000250			
Zone 3	.0000440			
Termination		.001	.000475	
Zone 1	.000075			
Zone 2	.00013			
Zone 3	.0024			
Switching		.00005	.008988	.001574
Zone 1	.000440			
Zone 2	.001042			
Zone 3	.00175			
MUX (EO)	.000098	.00005		

(b) End Office¹ Commencing on July 1, 2014, the Company's terminating end office rate will equal the composite terminating end office rate specified in the effective tariff of the incumbent local exchange carrier serving the location to which the call is terminated. Commencing on July 1, 2016, the Company's terminating end office rate will be \$0.0007 per minute.

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(c) Commencing on July 1, 2017, the foregoing traffic termination rates will no longer be in effect. Instead, end office termination will be furnished on a bill and keep basis and terminating tandem switched access (where the Company owns the tandem switch) will be \$0.0007 per minute. Commencing on July 1, 2018, terminating tandem switched access will be furnished on a bill and keep basis.

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(C) Toll-Free Database Queries Queries to a toll-free service database are made to determine routing and associated information for toll-free calls. The Company charges for this element on a per query (dip) basis. (per query): \$0.006

¹ The End Office charges apply when the Company provides the End Office functionality or has a contractual right to bill charges for such functionality.

Competitive Local Carrier Tariff

INTERCARRIER ARRANGEMENTS

4. Billing Name and Address

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The Company will furnish carriers and other authorized service providers with the complete billing name, street address, city, state, and zip code ("BNA") for telephone numbers assigned by the Company to its end users for the purpose of enabling such carriers or service providers to bill such end users for interexchange services provided on a non-pre-subscribed (casual calling) basis. BNA is provided manually, either by fax or by mail as appropriate. BNA must not be used for any purpose other than billing for casual calling. A nonrecurring service establishment charge will be assessed for the initial establishment of BNA service and Master List. Requests for BNA include a per order charge and a per record charge. The rates for BNA are as follows:

a.	Service Establishment:	\$50.00	
b.	BNA Requests:		
	i. Per Order	\$10.00	
	ii. Per Record	\$ 1.00	(L)

[identified material relocated from Sheet No. 62]

Competitive Local Carrier Tariff

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,

Blue Rooster Telecom, Inc.

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 1-888-543-8701 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,

Blue Rooster Telecom, Inc.

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 than {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, 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 1-888-543-8701.

Sincerely,

Blue Rooster Telecom, Inc.