

Florida Public Service Commission
October 15, 1999
Page 2

Also enclosed are two checks in the amount of \$250.00 each, representing the required filing fee for each Application.

Thank you for your assistance and cooperation. If you have any questions regarding the above, please do not hesitate to give me a call.

Very truly yours,

O1 COMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Alexandra Hanson", written over a horizontal line.

Alexandra Hanson
Assistant Director, State Regulatory Affairs

Enclosures

**** FLORIDA PUBLIC SERVICE COMMISSION ****

991615-TI

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUA

**Application Form
for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

ORIGINAL

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

1. This is an application for \checkmark (check one):
- (X) **Original certificate** (new company).
 - () **Approval of transfer of existing certificate:**
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.
 - () **Approval of assignment of existing certificate:**
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
 - () **Approval of transfer of control:**
Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

01 Communications of Florida, LLC

3. Name under which applicant will do business (fictitious name, etc.):

01 Communications of Florida, LLC

4. Official mailing address (including street name & number, post office box, city, state, zip code):

770 L Street, Suite 960

Sacramento, CA 95814

5. Florida address (including street name & number, post office box, city, state, zip code):

Applicant does not yet have an office location in Florida.

6. Select type of business your company will be conducting $\sqrt{}$ (check all that apply):
- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
 - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> | |

8. **If individual**, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** _____

12. **If a limited liability ^{company} partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** L99000006493

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): _____

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() **Yes** () **No**

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- | | |
|----------------------------|--|
| (x) Residential Customers | (<input checked="" type="checkbox"/>) Business Customers |
| () PATs providers | () PATs station end-users |
| () Hotels & motels | () Hotel & motel guests |
| () Universities | () Universities dormitory residents |
| () Other: (specify) _____ | |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Alexandra Hanson
Title: Assistant Director, State Regulatory Affairs
Address: 770 L Street, Suite 960
City/State/Zip: Sacramento, CA 95814
Telephone No.: (916) 760-4607 **Fax No.:** (916) 441-1805
Internet E-Mail Address: ahanson@o1.com
Internet Website Address: o1.com

(b) Official point of contact for the ongoing operations of the company:

Name: Alexandra Hanson
Title: Assistant Director, State Regulatory Affairs
Address: 770 L Street, Suite 960
City/State/Zip: Sacramento, CA 95814
Telephone No.: (916) 760-4607 **Fax No.:** (916) 441-1805
Internet E-Mail Address: ahanson@o1.com
Internet Website Address: o1.com

(c) Complaints/Inquiries from customers:

Name: Max Seely
Title: Senior Vice President, Sales and Marketing
Address: 770 L Street, Suite 960
City/State/Zip: Sacramento, CA 95814
Telephone No.: (916) 760-4600 **Fax No.:** (916) 441-1805
Internet E-Mail Address: mseely@o1.com

Internet Website Address: o1.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company. Applicant's parent company, O1 Communications, Inc., a California corporation, has competitive local exchange and interexchange carrier authority in California and has been operating there since Sept. 1998. O1 Communications, Inc. is or will be applying for certification in 30 states within the next six months.

(b) has applications pending to be certificated as an interexchange telecommunications company.

Applicant has no such applications pending. However, applicant's parent company, O1 Communications, Inc., is or will be applying for certification in 30 states within the next six months.

(c) is certificated to operate as an interexchange telecommunications company.

Applicant is not certificated in any state. However, applicant's parent company is certificated in the State of California.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None.

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No. _____

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No. _____

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. **MTS with distance sensitive per minute rates**

_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

b. _____ **MTS with route specific rates per minute**

_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

c. X **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. X **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

 Method of access is via dedicated facilities
 Method of access is via switched facilities

h. X **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. **Travel service**

 Method of access is 950
 Method of access is 800

j. **900 service**

k. X **Operator services**

 Available to presubscribed customers
 Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
 Available to inmates

l. **Services included are:**

 X Station assistance
 X Person-to-person assistance
 X Directory assistance
 X Operator verify and interrupt
 Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed). See proposed Tariff submitted concurrently with this Application.

23. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

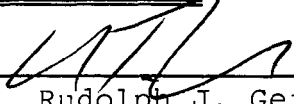
C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See **Exhibit 1** (financial capability), **Exhibit 2** (managerial capability), and **Exhibit 3** (technical capability) attached hereto.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

 _____ Signature Rudolph J. Geist	<u>October 15, 1999</u> _____ Date
<u>Executive Vice President, General Counsel</u> Title	<u>(916) 760-4603</u> Telephone No.
<u>Address: 770 L Street, Suite 960</u> <u>Sacramento, CA 95814</u>	<u>(916) 441-1805</u> Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
 - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
 - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

NOT APPLICABLE

I, (Name) _____,

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

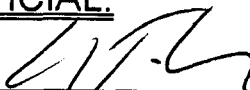
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please \checkmark check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

	<u>October 15, 1999</u>
Signature Rudolph J. Geist	Date
Executive Vice President, General Counsel	(916) 760-4603
Title	Telephone No.
Address: 770 L Street, Suite 960	(916) 441-1805
Sacramento, CA 95814	Fax No.

CURRENT FLORIDA INTRASTATE SERVICES

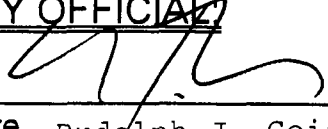
Applicant **has** () or **has not** (XX) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL


Signature Rudolph J. Geist

October 15, 1989
Date

Executive Vice President, General Counsel

(916) 760-4603

Title

Telephone No.

Address: 770 L Street, Suite 960

(916) 441-1805

Sacramento, CA 95814

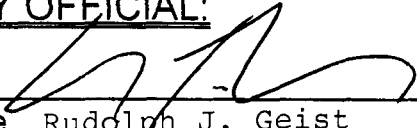
Fax No.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:


Signature Rudolph J. Geist Date October 15, 1999

Executive Vice President, General Counsel (916) 760-4603
Title Telephone No.

Address: 770 L Street, Suite 960 (916) 441-1805
Sacramento, CA 95814 Fax No.

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE SERVICE

Exhibit 1

Financial Capability

Applicant is financially qualified to render its proposed telecommunications services in Florida. Applicant has access through its parent company, O1 Communications, Inc., a California corporation ("O1-California"), to the financing and capital necessary to fulfill any obligations it may undertake with respect to the operation and maintenance of its Florida operations. Initial funding has been provided to Applicant by O1-California, and the investors in O1-California have agreed to commit the resources necessary to procure loans and financing as may be required for operation of the business. Applicant therefore has ample financial resources to operate the proposed telecommunications services.

Attached hereto are the current Statement of Income, Statement of Assets, Liabilities and Stockholders' Equity, Statement of Cash Flows, and Credit Information Sheet of O1 Communications, Inc., the parent company of O1 Communications of Florida, LLC.

O1 Communications, Inc.

Shipping and Billing Address

*Corporate Offices
770 L Street, Suite 960
Sacramento, CA 95814
Phone: 916-760-4608
Fax: 916-441-1805*

Accounting and Billing Inquiries

*Wendy Riddell
Phone: 916-810-8980
Fax: 916-810-8975
e-mail: wriddell@o1.com*

Corporate Officers

*Brad Jenkins, CEO / President
916-810-8844 / brad@jps.net*

*Max Seely, VP Sales & Marketing
916-760-4602 / mseely@o1.com*

*Rudolph Geist, VP Corporate Counsel
916-760-4603 / rgeist@o1.com*

Corporation Identification Numbers

Federal Tax ID #: 68-0419858

CA Corporation #: 2112682

Banking Information

Westamerica Bank
*300 Capitol Mall
Sacramento, CA 95814
Contact: Chris Andrade
916-449-8347
Account #: 527-90449-4*

Credit References

Ascend Credit Corporation

*1701 Harbor Bay Parkway
Alameda, CA 94502-3002
Jack Chillemi
Phone: 510-747-2773
Fax: 510-747-2528
Credit Limit: \$7,000,000*

Fujitsu

*2801 Telecom Parkway
Richardson, TX 75082
Mona Zain
Phone: 972-479-2923
Fax: 972-479-2926
Credit Limit: \$18,000*

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE SERVICE

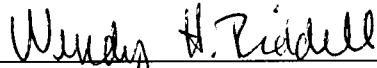
Exhibit 1, cont'd.

Statement by Controller

I, Wendy H. Riddell, am the Controller of O1 Communications Inc. and Applicant. I affirm that the financial statements attached to this Application for Authority to Provide Interexchange Service are true and correct and were prepared in accordance with Generally Accepted Accounting Principles (GAAP).

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed on October 15, 1999 at Sacramento, California.



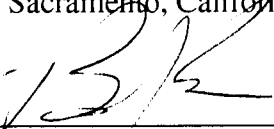
Wendy H. Riddell, C.P.A.
Controller
O1 Communications, Inc.

Statement by President and Chairman

I, Bradley L. Jenkins, am the President and Chairman of O1 Communications, Inc. and Applicant. I affirm that the financial statements attached to this Application for Authority to Provide Interexchange Service are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed on 10/15, 1999 at Sacramento, California.



Bradley L. Jenkins
President and Chairman
O1 Communications, Inc.

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE SERVICE

Exhibit 2

Managerial Capability

Bradley L. Jenkins is the Company's President and founder. Mr. Jenkins has years of experience owning and operating telecommunications and finance related companies. Previous to founding O1 Communications in early 1998, Mr. Jenkins was the founder, President and sole proprietor of JPS.Net, the largest privately-owned Internet service provider in California, which he recently sold to a publicly-traded ISP company. Mr. Jenkins' telecommunications experience ranges from constructing and operating next-generation Inter/IntraLATA telecommunications networks to arranging capital financing sources to fund business activities.

Rudolph J. Geist is the Company's Executive Vice President, General Counsel. Prior to joining O1 Communications, Mr. Geist practiced telecommunications law with the Washington, DC-based firm of Wilkes, Artis, Hedrick & Lane, where he specialized in defining and developing Internet and emerging telecommunications law, and represented ISPs and telecommunications carriers in state and federal policy and regulatory matters. Mr. Geist was also co-founder of U.S. Netway, Inc., an ISP servicing Pennsylvania. He regularly publishes in the areas of telecommunications and Internet regulatory policy, including columns for *Boardwatch Magazine*, *CLEC Magazine*, *ISP Report: The Financial Newsletter for Internet Service Providers*, and contributions to *ISP Today Magazine*, *Rural Telecommunications*, and *UTC Journal*. Mr. Geist also regularly lectures at ISPCON and IIR Interconnection. Mr. Geist received his law degree from the Communications Law Institute at Washington, DC-based Catholic University of America, where he served as lead articles editor of *CommLaw Conspectus: Journal of Communications Law and Policy*. He graduated *magna cum laude* and Phi Beta Kappa with an honors interdisciplinary degree in communications law from Temple University.

Max Seely is the Company's Senior Vice President, Sales and Marketing. Mr. Seely brings to the Company over twenty years of sales and marketing management experience. Prior to joining the Company, Mr. Seely was Vice President of Sales and Marketing for Pac West Telecommunications, a California based CLEC. While at Pac West, Mr. Seely was instrumental in developing the sales and marketing of Internet-related telecommunications services to over 100 ISP customers throughout California.

Ledford H. "Henry" Cook is the Company's Director of Network Services. Mr. Cook brings to the Company over twenty years of management and technical experience in engineering, sales and supplier management within the telecommunications industry. Prior to joining O1 Communications in 1999, Mr. Cook was employed by AT&T in numerous management capacities. While with AT&T, Mr. Cook gained very extensive experience in the areas of telecommunications Equipment Engineering, Vendor Technical Development, Network Supplier Management, Service Terminating Equipment, Access Supplier Management, and Digital Custom Services Planning. In the area of management, Mr. Cook managed several highly

successful teams and was the team leader of several Process Management and Quality Improvement Teams that were recognized for their quality excellence and exemplary performance. Mr. Cook holds an MBA Certificate from the AT&T School of Business, and a B.S. in Business Administration from the University of Phoenix.

Wendy Riddell is the Company's Controller. She is a licensed Certified Public Accountant and has had several years of public accounting experience. Prior to joining O1, Ms. Riddell was a Supervising Senior Auditor with KPMG LLP, one of the five largest accounting firms in the United States. During her tenure with KPMG LLP, Ms. Riddell provided assurance and consulting services to numerous publicly and privately held entities. Her experience in assisting these entities to fine tune their accounting procedures and strategies has provided Ms. Riddell with a solid foundation on which to build an efficient and effective financial operating environment for O1 Communications. Ms. Riddell holds a B.S. in Business Administration, with a concentration in Accountancy, from California State University, Sacramento.

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE SERVICE

Exhibit 3

Technical Capability

See resumes of Applicant's officers and managers contained in Exhibit 2.

Applicant has the technical qualifications necessary to provide the proposed services. As described in Exhibit 2 hereto, the principals of the Applicant have extensive histories in managing and operating telecommunications businesses. O1 Communications, Inc., a California corporation ("O1-California"), Applicant's parent, was certified in California in September, 1998 and has been offering service to customers in California since August, 1999. Applicant, through its parent company, has extensive experience and processes in place for provisioning services and for providing customer service and billing functions. O1-California is currently constructing a statewide network in California, is connecting customers to its California network, and has/will soon have switching equipment in each of California's 10 LATAs, plus the Palm Springs Market Area. O1-California interconnects with the ILECs in each LATA at its switching center and purchases transport to most end offices within each LATA. The network is controlled at its Network Operations Center (NOC) in Sacramento, California. O1-California is also planning an east coast NOC at its New York City offices located at 40 Broad Street as its network expands throughout the U.S.

ORIGINAL

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative interexchange telecommunications services provided by O1 Communications of Florida, LLC ("Company" or "O1"), with principal offices at 770 L Street, Suite 960, Sacramento, California 95814. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
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31	Original
32	Original
33	Original
34	Original
35	Original
36	Original

ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

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Executive Vice President, General Counsel
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Executive Vice President, General Counsel
770 L Street, Suite 960
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D** Delete or discontinue
- I** Change resulting in an increase to a customer's bill
- M** Moved from another price list location
- N** New
- R** Change resulting in a reduction to a customer's bill
- T** Change in text or regulation but no change in rate or charge

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TARIFF FORMAT SHEETS

- A. Sheet numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet revision numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph numbering sequence – There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.(A)
 - 2.1.1.(A)(1)
 - 2.1.1.(A)(1)(a)
 - 2.1.1.(A)(1)(a)(i)
- D. Check sheets – When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS

ABBREVIATIONS

- DCS- Digital Cross Connect System.
- DS0- Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
- DS1- Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3- Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 Services.
- Gbps- Gigabits per second; billions of bits per second.
- ICB- Individual Case Basis.
- Kbps- Kilobits per second; thousands of bits per second.
- LATA- Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC- Local Exchange Company.
- Mbps- Megabits per second; millions of bits per second.
- N/A- Not Available.
- O1- Used throughout this tariff to refer to O1 Communications, Inc. of Florida or the Company.
- OC-12- A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3- A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP- Point of Presence.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS

ACCESS

A connection between a Customer Premises and a Point of Presence (POP) of an Interexchange Carrier for the transmission of voice data or video/image information.

ACCESS CODE

Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS SERVICE REQUEST

An order placed with a local access provider for local access.

ADVANCE PAYMENT

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

ALTERNATE ACCESS

Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

ANSWER SUPERVISION

The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

BILL DATE

The date on which billing information is compiled and sent to the Customer.

CALL

A Customer attempt for which the complete address code is provided to the service end office.

CANCELLATION OF ORDER

A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

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Executive Vice President, General Counsel
770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

CARRIER OR COMMON CARRIER

See Interexchange Carrier.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of a single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMUNICATIONS SERVICES

The Company's intrastate long distance and local exchange switched telephone services offered for both intraLATA and interLATA use.

COMPANY

O1 Communications of Florida, LLC.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services and which is responsible for the payment of charges and compliance with the Company's regulations.

CUSTOMER PREMISES

The premises specified by the Customer where service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DEDICATED

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

DEDICATED ACCESS

Dedicated local access between the Customer's premises or serving wire center and the Company's point-of-presence for origination or termination of calls.

DEMARICATION POINT

The physical dividing point between the Company's network and the customer.

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770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUPLEX SERVICE

Service which provides for simultaneous transmission in both directions.

END OFFICE SWITCH

A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER

Any Customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FACILITIES

Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

HIGHEST INTEREXCHANGE TRANSPORTER DAYTIME RATE (HITDR)

The highest tariffed daytime rate charged by a certificated facilities-based carrier for a particular call.

HIGHEST INTEREXCHANGE TRANSPORTER CHARGE OR SURCHARGE

The highest tariffed service charge imposed by a certificated facilities-based carrier for a particular service.

HOLIDAY

Holiday service will be offered by O1 on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

INDIVIDUAL CASE BASIS

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

INTEREXCHANGE CARRIER (IC)

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

INTEREXCHANGE SERVICE

That portion of a communications channel between a Company-designated point-of-presence in one exchange and a point-of-presence in another exchange.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERSTATE COMMUNICATIONS

Any communications which cross over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS

Any communications which originate and terminate within the same state and are subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS

The connection between a Customer premises and a Company Point of Presence.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 32-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

NON-RECURRING CHARGES

One-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

O1

Used throughout this tariff to refer to O1 Communications of Florida, LLC or the Company.

O1 GATEWAY

An O1 collocation facility location.

POINT-OF-PRESENCE

A Company-designated location where a facility is maintained for the purpose of providing access to its service.

PREMISES

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier.

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770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

PRIVATE LINE

A dedicated transmission channel furnished to a Customer without intermediate switching arrangements for full-time customer use.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

REQUESTED SERVICE DATE

The date requested by the Customer for commencement of service and agreed to by Company.

SERVICE

Intrastate telecommunications service provided by the Company throughout the Commonwealth of Pennsylvania as described in this tariff.

SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SERVING WIRE CENTER

The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT

The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

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Rudolph J. Geist
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770 L Street, Suite 960
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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TRANSMISSION PATH

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP

A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER

A physical location in which one or more central offices, used for the provision of exchange services, are located.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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770 L Street, Suite 960
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2. RULES AND REGULATIONS

2.1. Undertaking of the Company

The Company undertakes to install, operate and maintain its service in accordance with the terms and conditions set forth in this tariff.

2.2. Limitations of Service

- 2.2.1. Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.2. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.2.3. The Company reserves the right to discontinue furnishing service in accordance with the terms of this tariff.
- 2.2.4. Service and facilities furnished by the Company under this tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of the Company's rules of general application.
- 2.2.5. Service may be used for transmission of communications by the Customer and by the authorized user.
- 2.2.6. Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations thereunder without the prior written consent of the Company, which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by the Company.
- 2.2.7. This tariff shall not be construed such that the Company and the Customer could be considered as principal and agent, partners, or employer and employee.
- 2.2.8. The Company's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of the Company's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.3. Liability

- 2.3.1. Customer shall defend, indemnify, and hold the Company harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Company's service or otherwise arising from the Customer's relationship with the Company.
- 2.3.2. The Company shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond the Company's reasonable control.
- 2.3.3. If a third party solicits a Customer's order on behalf of the Company or promotes or endorses to the Customer the use of the Company's services, or provides all or a portion of such service with, for, or on behalf of the Company, or if a third party is involved in any other way, the Company and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either the Company or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.
- 2.3.4. In the event that the Company's service or any portion thereof is unavailable to Customer due to a total or partial interruption of the service, the Company's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of service shall be for the Company, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the service affecting during which the service or any part thereof was unavailable to Customer.
- 2.3.5. In no event shall the Company be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. The Company's maximum liability for any damages arising out of or related to its service and/or agreements and/or contracts between Customer and the Company shall not exceed the estimated monthly charges as calculated by the Company for the month during which such liability arises.
- 2.3.6. The Company warrants that it shall provide its service in accordance with this tariff. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.3.7. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.**2.3. Liability, cont'd.**

2.3.8. The Company shall not be liable to the Customer or any other person, firm, or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in service (collectively "defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, representatives invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of local access providers' labor and materials. In addition, all or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

2.4. Payment and Billing

- 2.4.1. Service is billed on a monthly basis. Bills are due and payable upon receipt. In addition to any other remedies the Company may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-1/2%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2. Except where indicated, charges for service shall accrue from the earlier of the Customer-requested service start date, the service commencement date, or the date set forth in section 2.4.3., below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this tariff, any fraction of a cent for the Company's service will be rounded up to the next whole cent.
- 2.4.3. Unless the Customer notifies the Company to the contrary within five (5) business days after the service commencement date, service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the service as of the service commencement date.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.4. Payment and Billing, cont'd.

2.4.4. The Customer is responsible for payment of all charges for service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's authorization codes is the responsibility of the Customer. The Company reserves the right to bill all calls placed using Customer's authorization code.

2.4.5. Customer will be billed for and will be responsible for any applicable federal, state, or local taxes, tax surcharges and similar fees related to the provision and use of service unless Customer provides the Company with a valid exemption certificate. The Company reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on the Company by an order, rule or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

2.4.6. Cost of Collection

Customers will be liable to the Company for any and all costs and/or expenses including reasonable attorneys' fees and expenses of any kind or nature, incurred by the Company directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this tariff with respect to the Customer.

2.4.7. Bad Check Charge

If payment for service is made by a check, draft, or similar instrument (collectively "check") that is returned unpaid by a bank or another financial institution to the Company for any reason, the Company, in addition to any other remedies available, will bill the Customer a twenty-five dollar (\$25.00) charge and will re-deposit the check. If, after the check is re-deposited, it is returned by the bank or financial institution for the second time, another twenty-five dollar (\$25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned check with a payment in cash or equivalent to cash, such as cashier's check, certified check, or money order. Notwithstanding the bad check charge provision as set forth in this section, the Company may disconnect the service in the event of returned payment, as set forth in section 2.9.5. of this tariff.

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Executive Vice President, General Counsel
770 L Street, Suite 960
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2. RULES AND REGULATIONS, cont'd.

2.4. Payment and Billing, cont'd.

2.4.8. Billing to Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.5. Deposits

The Company does not require a deposit from the Customer.

2.6. Disputed Bills

Customer must bring billing inquiries and disputes to the Company's attention within forty-five (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date.

2.7. Notices to the Company by Customer

A notice shall be considered given when delivered in the manner prescribed below.

2.7.1. This section applies to:

- (A) Notices of termination of service by Customer when such termination is prior to the end of the term commitment for such service, or when such termination does not otherwise conform with the terms and conditions of this tariff or Customer's service order form;
- (B) All other notices such as ordering of service, changes of service, billing inquiries, and other notices regarding service.

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Executive Vice President, General Counsel
770 L Street, Suite 960
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2. RULES AND REGULATIONS, cont'd.

2.7. Notices to the Company by Customer, cont'd.

2.7.2. Notices pertaining to 2.7.1.(A), above, shall be sent to the Company's principal place of business, shall be in writing, and shall be either delivered in person, or sent by certified mail with return receipt requested, or by facsimile, electronically confirmed and followed up immediately by regular mail.

2.7.3. Notices pertaining to 2.7.1.(B), above, shall be sent to the Company's principal place of business and shall be either delivered in person, or sent by facsimile, electronically confirmed, or sent by regular mail.

2.8. Cancellation or Termination of Service by Customer

2.8.1. Cancellation of Service Prior to Service Commencement Date

If Customer cancels an application for service prior to the service commencement date, Customer shall be liable for any costs incurred by the Company in provisioning the service as well as the Company's applicable administrative fees, if any.

2.8.2. Termination of Service without Term Commitment

Unless stated otherwise, for a service not subject to term commitment, the Customer may, by providing thirty (30) days advance written notice to the Company, terminate such service without incurring liability. Upon such a termination, Customer shall immediately cease using the service and pay the Company for all charges incurred by Customer through the date such service is discontinued.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.8. Cancellation or Termination of Service by Customer, cont'd.

2.8.3. Termination of Service with Term Commitment

For a service subject to term commitment, Customer may, by providing thirty (30) days advance written notice to the Company, terminate such service prior to the expiration of its specified term. Upon such termination, the following shall apply:

- (A) Customer shall immediately cease using that service; and
- (B) Customer shall pay the Company for all charges incurred for that service through the date that service is discontinued; and
- (C) Customer shall pay the Company any promotion credits provided to Customer by the Company for the terminated service; and
- (D) Customer shall pay the Company the minimum commitment amounts remaining in the term. For example, if the Customer committed to \$400 per month in charges, and the service is discontinued three (3) months prior to the expiration of the specified term, the amount due to the Company is equal to 3 (three months) x \$400 (minimum monthly commitment), or \$1,200.

2.8.4. Renewal Period

Upon expiration of the initial term for service, unless the Company and the Customer have agreed to renew such service for a specified period of time, the Company shall continue to provide such service until either the Company or the Customer, upon thirty (30) days prior written notice, terminates the service. During such continuation, the Company may adjust the charges to the applicable month-to-month rate.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.9. Discontinuance of Service by the Company

In addition to any other remedies available to the Company, the Company may, upon notice unless stated otherwise, discontinue service or cancel an application for service for any of the following reasons:

- 2.9.1. For nonpayment of any sum due to the Company; or
- 2.9.2. In the event of a violation of any of the provisions governing the furnishing of the service under this tariff, or of any Company rule of general application with respect to the use of service; or
- 2.9.3. Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the service; or
- 2.9.4. Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service; or
- 2.9.5. In the event when payment for service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to the Company for any reason; or
- 2.9.6. In case of any intentional or *de facto* transfer or assignment of service without the expressed written authorization of the Company; or
- 2.9.7. In the event of Customer's insolvency; or
- 2.9.8. Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.9.9. Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or
- 2.9.10. The appointment of a receiver or trustee for Customer; or
- 2.9.11. A general assignment by the Customer for the benefit of its creditors; or
- 2.9.12. Without notice, if the Company deems such action necessary to protect against fraud or to otherwise protect the Company's personnel, agents, facilities or service.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.9. Discontinuance of Service by the Company, cont'd.

2.9.13. If Customer's account is not used for three (3) consecutive Company billing cycles, Company may deem such account inactive and cancel such account without further notice to the Customer.

2.9.14. In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.

If the Company terminates service as set forth above, in addition to any other remedies available to the Company, the Customer shall pay to the Company any amounts due as a result of such termination of service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated service as set forth in section 2.8. above. The Customer must pay all specified amounts within thirty (30) days of termination of service.

2.10. Inspection, Testing and Adjustment

2.10.1. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's equipment. The Company may interrupt the service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

2.10.2. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company.

2.10.3. In the event of service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the service, including the provision of immediate access to the customer's premises.

2.10.4. No interruption of service allowance will be granted for the time during which such tests and adjustments are made.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.11. Interconnection

- 2.11.1. Service furnished by the Company may be interconnected with services or facilities of an access carrier, other authorized communications common carrier or with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and of others shall be provided at the Customer's expense.
- 2.11.2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.11.3. The Customer shall ensure that its equipment is properly interfaced with the Company's facilities such that the signals emitted into the carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to the Company's equipment, personnel or the quality of service to other customers, the Company may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to the Company, the Company may, upon written notice, terminate the Customer's service pursuant to section 2.9.14. of this tariff.
- 2.11.4. The Customer agrees to use and maintain the Company-provided equipment in accordance with instructions of the Company. Failure to do so will void liability for interruption of service and may make the Customer responsible for damage to the Company's equipment pursuant to this section. Risk of loss for any Company-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's premises.
- 2.11.5. Title to any Company-furnished equipment shall at all times remain with the Company or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and the Company shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in the Company-furnished equipment.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.11. Interconnection, cont'd.

- 2.11.6. Customer agrees to return to the Company all of the Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company upon demand for any costs incurred by the Company due to the Customer's failure to comply with this provision.
- 2.11.7. If the Company provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "software") to Customer, Customer shall use the software only with Company-furnished equipment and service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the software in any form or by any means, or (b) use the software for any purpose other than as set forth in this section. Customer shall not have any ownership rights in, or obtain rights to, the software. If a license agreement accompanies the software, Customer agrees to abide by the terms of such agreement.
- 2.11.8. Customer shall sign a Company-provided letter of agency to enable and authorize the Company to notify the local service provider of Customer's selection of Company as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

2.12. Allowance for Interruptions

- 2.12.1. For all services for which charges are specified on a time-sensitive basis, and which there may be interruption of an individual call, due to a condition in Company's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:
 - (A) A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a Company customer service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.**2.12. Allowance for Interruptions, cont'd.**

2.12.1., cont'd.

- (B) Credit allowance will not be made for (1) interruptions not reported to Company, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Company. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over Company facilities, the Customer must pay the charges for the alternative service used.

2.12.2. When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to re-establish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. A Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Company customer service representative.

2.12.3. For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- (A) When service is interrupted for a period of less than two hours, no credit allowance will be given; or
- (B) When the service's dedicated access or termination line(s) associated with the service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one-thirtieth (1/30) of the monthly recurring charge(s) will be given; or
- (C) When the service's access or termination line(s) associated with the service are interrupted for a period of more than twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30) of the monthly recurring charge(s) will be given for each twenty-four (24) hour period or fraction thereof.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.12. Allowance for Interruptions, cont'd.

2.12.4. No credit allowances will be made for:

- (A) Interruptions caused by the negligence of the Customer, Customer's authorized user, or agent and/or designees; or
- (B) Interruptions due to the failure of power, equipment, systems, or services not provided by the Company; or
- (C) Interruptions during any period during which Company or its agents are not afforded access to Company-provided equipment or the premises where access facilities associated with service are terminated; or
- (D) Interruptions during any period when the Customer or user has released the service to Company for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or
- (E) Interruptions during periods when the Customer elects not to release the service for testing or repair and continues to use it on an impaired basis; or
- (F) Interruptions not reported to Company; or
- (G) Interruptions that are due to a cause beyond Company's reasonable control, including, without limitation, problems with the Customer's terminal equipment, or failure of Customer to meet its responsibilities set forth in this tariff.

2.12.5. An interruption period begins when the Customer reports to Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted, and, therefore, no credit for the interruption will be allowed.

2.12.6. If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

2. RULES AND REGULATIONS, cont'd.

2.13. Special Customer Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, at its option, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

3. SERVICES AND RATES**3.1. Timing of Calls****3.1.1. When Billing Charges Begin and End for Calls**

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e., when 2-way communication, often referred to as "conversation time", is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2. Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.3. Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2. Mileage Measurement

Usage charges for all distance-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Originating point for all services is the Customer's central office and the point of termination is the central office where the call terminates.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V and H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula: Mileage =
$$\sqrt{\frac{|V1-V2|^2+|H1-H2|^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

3. SERVICES AND RATES, cont'd.

3.3. Time of Day Rate Periods

Time of day rate periods are determined by the time of day at the location of the calling station. For time-of-day sensitive services, the time segments are as follows:

- DAY: 8:00 a.m. to 5:00 p.m., Monday through Friday
- EVENING: 5:00 p.m. to 11:00 p.m., Monday through Friday and Sunday
- NIGHT/WEEKEND: 11:00 p.m. to 8:00 a.m. every day;
8:00 a.m. to 11:00 p.m. Saturday;
8:00 a.m. to 5:00 p.m. Sunday

When a message begins in one rate period and ends in another, the rate in effect at the time the connection is established applies to the initial period. The rate for each additional increment will be the rate in effect at the beginning of each additional minute of usage.

3.4. Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FGD (1+) dialing.

3.5. Service Offerings

InterLATA toll calling service enables a Customer to make calls to a calling area not within the same LATA but within the State of Florida in accordance with the regulations and schedules of charges as set forth in this section. IntraLATA toll calling service enables a Customer to make calls to a different local calling area within the same LATA in accordance with the regulations and schedules of charges as set forth in this section. All calls are rounded to the next minute.

3.5.1. Residential Plan A

Plan A is a switched residential calling service. This service is not time of day or mileage sensitive and is billed in full minute increments.

Per minute	
Min.	\$0.00
Max.	HITDR

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Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

3. SERVICES AND RATES, cont'd.

3.5. Service Offerings, cont'd.

3.5.2. Residential Plan B

Plan B is a switched residential calling service. This service is time of day, but not mileage sensitive with different rates for Day, Evening, and Night/Weekend calling. Calls are billed in full minute increments.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
Min.	0.00	0.00	0.00	0.00	0.00	0.00
Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR

3.5.3. Business Long Distance

This is a switched outbound and/or inbound service for commercial customers. It is not time of day or mileage sensitive. Calls are billed in initial eighteen (18) second increments and additional six (6) second increments. A minimum one year term commitment is required.

	Initial 18 seconds	Each additional 6 seconds
Min.	0.00	0.00
Max.	HITDR	HITDR

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

3. SERVICES AND RATES, cont'd.

3.5. Service Offerings, cont'd.

3.5.4. Dial Station

Dial station service is where the person originating the call from other than a public or semi-public telephone dials the telephone number desired and the call is completed without the assistance of a Company operator, except: when an operator records the originating telephone number where no automatic recording equipment is available; when an operator reaches the called telephone number where facilities are not available for dial completion; when an operator places a call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of the handicap; or when an operator re-establishes a call which has been interrupted after the called number has been reached.

Mileage		DAY		EVENING		NIGHT/WEEKEND	
		Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1-10	Min.	0.00	0.00	0.00	0.00	0.00	0.00
	Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
11-22	Min.	0.00	0.00	0.00	0.00	0.00	0.00
	Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
23-55	Min.	0.00	0.00	0.00	0.00	0.00	0.00
	Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
56-124	Min.	0.00	0.00	0.00	0.00	0.00	0.00
	Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
125-292	Min.	0.00	0.00	0.00	0.00	0.00	0.00
	Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR
293-354	Min.	0.00	0.00	0.00	0.00	0.00	0.00
	Max.	HITDR	HITDR	HITDR	HITDR	HITDR	HITDR

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

3. SERVICES AND RATES, cont'd.

3.5. Service Offerings, cont'd.

3.5.5. Operator Station and Person-to-Person

- (A) Person-to-Person service is where the person originating the call specifies to the operator a particular person, mobile unit, station, department, or office to be reached. Once a call has been established by agreement of the party originating the call, whether the originating party talks with the requested party or another party, the classification of the call remains person-to-person. Person-to-person rates apply to such calls.
- (B) Collect or Bill to Third Number Service rates apply to a call which is dialed by the operator and billed to the called party or to a third number.
- (C) On all Operator Station messages, chargeable time begins when connection is established between the calling station and the called station, miscellaneous common carrier mobile radio system, or PBX.
- (D) On Person-to-Person messages, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed upon alternate.

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1-10	0.190	0.130	0.120	0.105	0.110	0.105
11-22	0.230	0.150	0.150	0.110	0.110	0.105
23-55	0.280	0.255	0.190	0.170	0.150	0.140
56-124	0.310	0.285	0.220	0.200	0.170	0.160
125-292	0.330	0.305	0.240	0.220	0.190	0.180
293-354	0.360	0.335	0.260	0.240	0.210	0.200

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

3. SERVICES AND RATES, cont'd.**3.6. Service Charges and Surcharges per Message****3.6.1. Directory Assistance**

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Residential	\$1.04
Commercial	\$0.94

3.6.2. Operator Dialed Surcharge

Per call	\$0.75
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3.6.3. Operator Station

Collect	\$1.75
Billed to Third Party	\$1.75

3.6.4. Person-to-Person

Per call	\$3.50
----------	--------

3.6.5. 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

Per call:	\$2.25
-----------	--------

3.6.6. Expedite Charge

If a Customer requests Company to expedite installation of service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of Company. Company shall use every reasonable effort to meet Customer's requested service date.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

4. PROMOTIONAL OFFERINGS

The Company may from time to time engage in special promotional offerings or trial service offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. In all such cases, the rates charged will not exceed those specified in Section 3 hereof. These promotions will be approved by the FPSC with specific starting and ending dates.

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Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814