

West Telecom Services, LLC
3200 W. Pleasant Run Road
Suite 300
Lancaster, TX 75146
U-6592-C

Schedule Cal. P.U.C. No. 3-T
Original Sheet No. 1

COMPETITIVE LOCAL CARRIER

This tariff West Telecom Services, LLC Schedule Cal. P.U.C. No. 3-T replaces Hypercube Telecom, LLC Schedule Cal. P.U.C. No. 1-T currently on file with the Commission in its entirety due to Company name change.

Tariff Schedules
Applicable to

INTRASTATE COMPETITIVE LOCAL EXCHANGE
SERVICES

of

West Telecom Services, LLC

These tariff schedules contain the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by West Telecom Services, LLC with principal offices at 3200 W. Pleasant Run Road, Suite 300, Lancaster, TX 75146. These tariff schedules apply for service furnished within the State of California. These tariff schedules are on file with the California Public Utilities Commission, located at 505 Van Ness Avenue, San Francisco, California 94102. Copies may be inspected, during normal business hours, at the Company's principal place of business at 3200 W. Pleasant Run Road, Suite 300, Lancaster, TX 75146.

Advice Letter No. 18
Decision No.:

Issued by
Tariff Manager

Effective: October 5, 2015
Resolution No.:

COMPETITIVE LOCAL CARRIER

CHECK SHEET

The sheets listed below, which are inclusive of these tariff schedules, 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 tariff schedule and are currently in effect as of the date indicated below.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
22	Original	*	47	Original	*	72	Original	*
23	Original	*	48	Original	*	73	Original	*
24	Original	*	49	Original	*	74	Original	*
25	Original	*	50	Original	*	75	Original	*

* - indicates those pages included with this filing

COMPETITIVE LOCAL CARRIER

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between sheets 34 and 35 would be sheet 34. 1.
- B. Sheet Revision Numbering - Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet No. 34 cancels the 3rd Revised Sheet 34 No. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine 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).1
 - 2. 1. 1.A. 1 .(a).1.(i)
 - 2. 1. 1.A. 1(a).1.(i).(1)
- D. Check Sheet - When a tariff schedule is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff sheets with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing arc designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

These tariff schedules set forth the service offerings, rates and terms and conditions of West Telecom Services, LLC ("Company") applicable to its provision of intrastate, End User local exchange telecommunication service to business Customers throughout the State of California and its provision of intrastate, End User interexchange telecommunications services to business Customers within the entire State of California.

These tariff schedules apply only for the use of the Company's services for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

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

(C) - To signify changed listing, rule, or condition which may affect rates or charges.

(D) - To signify discontinued material, including listing, rate, rule or condition.

(I) - To signify increase.

(L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

(N) - To signify new material including listing, rate, rule or condition.

(R) - To signify reduction

(T) - To signify a change in wording of text but not change in rate, rule or condition.

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LOCAL SERVICE AREA MAP

The Company has been authorized by the Commission to provide facilities-based and resold competitive local exchange service. Company concurs with the maps of Verizon California or its successor's service area already on file with the commission.

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COMPETITIVE LOCAL CARRIER

SECTION 1 - LIST OF CONTRACTS AND DEVIATIONS

Name and Location of Customer	Type or Class of Service	Execution And Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff Schedule No.	Contract Differences
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None

Advice Letter No. 18
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COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES

Schedule 1: Local Exchange Access Services

1.1 Local Exchange Access Services

1.1.1 Local Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Access Service enables users to:

1.1.1.A receive calls from other stations on the public switched telecommunications network;

1.1.1.B access other services offered by the Company as set forth in this tariff;

1.1.1.C access certain interstate and international calling services provided by the Company;

1.1.1.D access (at no additional charge) the Company's operators and business office for service related assistance;

1.1.1.E access (at no additional charge) emergency services by dialing 0- or 9-1-1; and

1.1.1.F access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

1.1.2 Each Local Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Local Exchange Access Services are offered:

Basic Line Service

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Access Services, (Cont'd.)

1.2 Basic Line Services

1.2.1 Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features.

1.12 Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>On-Net Services</u>		
Basic Local Exchange Service		
<u>Flat Rate Service</u>		
1 st Line	RESERVED FOR FUTURE USE	
Each Addt'l Line	RESERVED FOR FUTURE USE	
<u>Measured Rate Service</u>		
1 st Line	RESERVED FOR FUTURE USE	
Each Addtl Line	RESERVED FOR FUTURE USE	
Expanded Local Exchange Service		
<u>Flat Rate Service</u>		
1 st Line	RESERVED FOR FUTURE USE	
Each Addt'l Line	RESERVED FOR FUTURE USE	
<u>Measured Rate Service</u>		
1 st Line	RESERVED FOR FUTURE USE	
Each Addt'l Line	RESERVED FOR FUTURE USE	

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 2: Local Exchange Access Services

2.1 Directory Listings

2.1.1 For each Customer of Company-provided Local Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Competitive Local Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

2.1.2 Directory Listing Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	RESERVED FOR FUTURE USE

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 2: Local Exchange Access Services, (Cont'd.)

2.2 Main Number Retention

2.2.1 Description

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated competitive local carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Local Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former competitive local carrier.

Monthly recurring and nonrecurring charges apply per retained number. Rates for retained numbers may vary from area to area.

2.2.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
per retained number	RESERVED FOR FUTURE USE	
per retained vanity number		RESERVED FOR FUTURE USE

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Resold Local Exchange Service

3.1 Resold Local Exchange Service

3.1.1 Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Competitive Local Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

3.1.2 Rates

The following maximum rates apply for Resold Local Exchange Services:

	<u>Non-Recurring</u>
Resold Basic Lines	
<u>Flat Rate Service</u>	
1 st Line	\$87.00
Each Addtl Line	\$87.00
<u>Measured Service</u>	
1 st Line	\$87.00
Each Addtl Line	\$87.00
<u>Resold Basic Trunks²</u>	
<u>Flat Rate Service</u>	
1 st Line	\$87.00
Each Addtl Line	\$87.00
<u>Measured Service</u>	
1 st Line	\$87.00
Each Addtl Line	\$87.00

² Includes Hunting

M9nthlv Recurring

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Resold Local Exchange Service, (Cont'd.)

3.1 Resold Local Exchange Service, (Cont'd.)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Resold Local Usage</u>		
<u>Flat Rate Calling</u>		Unlimited
<u>Measured Rate Calling</u>		
<u>Peak</u>	<u>1st Min</u>	<u>Addtl Min</u>
Intra-wire Center	\$0.0250	\$0.0100
All Other Local Calls	\$0.0400	\$0.0150
<u>Off-Peak</u>	<u>1st Min</u>	<u>Addtl Min</u>
Intra-wire Center	\$0.0063	\$0.0025
All Other Local Calls	\$0.0100	\$0.0038

Resold features associated with Resold Local Exchange Service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services

4.1 Operator Services

4.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Access Services, and to Customers and Users of exchange access lines.

4.1.2 Definitions

4.1.1A Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

4.1.2. B Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

4.1.2.C Operator Dialed Charge - : The end user places the call without dialing the destination number, although the capability to do -11 himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

4.1.2.D Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.1 Operator Services, (Cont'd.)

4.1.3 Operator Services Rates

4.1.1A Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. In no event will the maximum rate for Operator Assisted calls exceed the maximum GTEC rate on file for such services. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified below will apply in addition to any applicable Operator charges.

4.1.1.B In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges	IntraLATA	InterLATA
Person-to-Person (Operator Assisted)	RESERVED FOR FUTURE USE	
Station-to-Station (Operator Assisted)	RESERVED FOR FUTURE USE	
Collect	RESERVED FOR FUTURE USE	
Sent Paid	RESERVED FOR FUTURE USE	
Billed to Third Number	RESERVED FOR FUTURE USE	
Operator Dialed Charge (applies in addition to other operator charges)	RESERVED FOR FUTURE USE	
Billed to Non-Proprietary Calling Card (additional surcharge)	RESERVED FOR FUTURE USE	
Directory Assistance	RESERVED FOR FUTURE USE	
Directory Assistance	RESERVED FOR FUTURE USE	
Call Completion	RESERVED FOR FUTURE USE	

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.1 Operator Services, (Cont'd.)

4.1.4 Busy Line Verify and Line Interrupt Service

4.1.4.A Upon request of a calling party the Company will verify a busy condition on a called line.

4.1.4.A. The operator will determine if the line is clear or in use and report to the calling party.

4.1.4.A.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

4.1.4.B A charge will apply when:

4.1.4.B.1 The operator verifies that the line is busy with a call in progress.

4.1.4.B.2 The operator verifies that the line is available for incoming calls.

4.1.4.B.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption,

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.1 Operator Services, (Cont'd.)

4.1.4 Busy Line Verify and Line Interrupt Service, (Cont'd.)

4.1.4.C No charge will apply:

4.1.4.C.1 When the calling party advises that the call is to or from an official public emergency agency,

4.1.4.C.2 Under conditions other than those specified in 1.1.4(B) preceding.

4.1.4.D. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

4.1.4.E The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.1 Operator Services, (Cont'd.)

4.1.5 Busy Line Verify and Line Interrupt Service Rates

Busy Line Verify Service (each request)	RESERVED FOR FUTURE USE
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Busy Line Verify and Busy Line Interrupt Service (each request)	RESERVED FOR FUTURE USE
--	-------------------------

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.2 Service Implementation

4.2.1 Description

4.2.1.A Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

4.2.2 Service Implementation Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per service order	\$84.00	RESERVED FOR FUTURE USE

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.3 Custom Calling Service

4.3.1 Resold Rates

<u>Business/Business PBX Individual Features:</u>		<u>Monthly</u>
(a)	Call Waiting	\$X.XX
(b)	Call Forwarding Variable	\$X.XX
(c)	Three-Way Calling	\$X.XX
(d)	Speed Calling (8-code)	\$X.XX
(e)	Speed Calling (30-code)	\$X.XX
(f)	Call Forwarding Busy Line	\$X.XX
(g)	Call Forwarding Don't Answer	\$X.XX
(h)	Call Forwarding Don't Answer - Ring Control	\$X.XX
(i)	Customer Control of Call forwarding Busy Line	\$X.XX
(j)	Customer Control of Call Forwarding Don't Answer	\$X.XX
(k)	Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath	\$X.XX
(l)	Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath	\$X.XX
(m)	Call Forwarding Variable Multipath or Remote Access – Call Forwarding Variable Multipath	\$X.XX
(n)	Remote Access - Call Forwarding Variable	\$X.XX

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.3 Custom Calling Service, (Cont'd.)

4.3.1 Resold Rates, (Cont'd.)

<u>Business/Business PBX Individual Features:</u>		<u>Non-Recurring</u>	<u>Monthly</u>
(o)	Call Return (per line)		\$X.XX
	Call Return (per use)	\$X.XX	
	Call Return (denial of peruse)	\$X.XX	
(p)	Repeat Dialing (per line)		\$X.XX
	Repeat Dialing (per use)	\$X.XX	
	Repeat Dialing (denial of peruse)	\$X.XX	
(q)	Call Selector (per line)		
(r)	Preferred Call Forwarding (per line)		\$X.XX
(s)	Call Block (per line)		\$X.XX
(t)	Call Tracing (per line)		
	Per line		\$X.XX
	Per Successful Trace (non-subscription)	N/A	
(u)	Caller ID (per line)		
	Caller ID - Calling Name Delivery		\$X.XX
	Caller ID - Calling Number Delivery		\$X.XX
	Caller ID - Calling Number & Name		\$X.XX
(v)	Calling Number Delivery Blocking - Permanent Per Line		\$X.XX
(w)	Calling Number Delivery Blocking - Per Call (Per activation)		\$X.XX
(x)	Enhanced Caller ID (with ACR) Per Line		\$X.XX
(y)	Enhanced Caller ID (with Call Management) Per Line		\$X.XX
(z)	Enhanced Caller ID (with ACR & Call Management) Per Line		\$X.XX

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.4 Remote Call Forwarding

4.4.1 Rates

4.4.1.A A The following charge is for the Remote Call Forwarding feature only and are in addition to applicable charges for service and equipment.

4.4.1.B Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

Each	<u>Resold Non-Recurring</u>	<u>Resold Monthly</u>
	RESERVED FOR FUTURE USE	

Additional Access Path (with initial installation)	<u>Monthly</u>
Each	RESERVED FOR FUTURE USE

Each	<u>On-Net</u>	<u>On-Net Monthly</u>
	<u>Non-Recurring</u>	
	RESERVED FOR FUTURE USE	

Additional Access Path (with initial installation)	<u>Monthly</u>
Each	RESERVED FOR FUTURE USE

4.5 Flexible Call Forwarding

4.5.1 The following charge is for the Flexible Call Forwarding feature only and are in addition to applicable charges for service and equipment.

4.5.2 Flexible Call Forwarding is an optional network feature that provides Customer control for call forwarding capabilities via dial-accessed voice prompt menus.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Miscellaneous Services, (Cont'd.)

4.5 Remote Call Forwarding, (Cont'd.)

4.5.3 Rates

4.5.3.A Rates – Individual Features

	<u>Resold</u>	<u>On-Net</u>
	<u>Monthly</u>	<u>Monthly</u>
Flexible Call Forwarding	RESERVED FOR FUTURE USE	
Flexible Call Forwarding with Audio Calling Name	RESERVED FOR FUTURE USE	

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Service Charges

5.1 General Service Charges

The Customer will be charged a \$25.00 fee, per occurrence, for each Order Change, Record Order Change, and Telephone Number Change as defined below:

5.1.1 An Order Change is a change in the Customer's service requested subsequent to installation.

5.1.2 A Record Order Change is a change in the Customer's directory listing or a change in the responsibility for payment of the Customer's bills.

5.1.3 A Telephone Number Change is a change in the Customer's telephone number,

5.2 Reconnect Chare

If service has been terminated for proper cause, the Company will charge a \$25.00 fee to defray the cost of restoring service to the Customer.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Service Charges, (Cont'd.)

5.3 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a \$25.00 charge if the face value of the check does not exceed \$50.00, a \$30.00 charge if the face value of the check exceeds \$50.00 but does not exceed \$300.00, and a \$40.00 charge if the face value of the check exceeds \$300.00, or 5% of the value of the check, whichever is greater. In addition, the Customer may 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.

COMPETITIVE LOCAL CARRIER

SECTION 3 - RULES

No. 1 Definitions and Abbreviations

1.1 Definitions

Agent - A business representative, whose function is to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and Applicants or Customers.

Applicant - Any person, corporation or other entity that has applied for the Company's service.

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call - A completed connection, originated by a person or mechanical/electrical device from a telephone number to another telephone number that is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the State of California; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Commission - The Public Utilities Commission of the State of California.

Company or Carrier - West Telecom Services, LLC, unless specifically stated otherwise.

Consumer Affairs Branch - The Consumer Affairs Branch of the California Public Utilities Commission.

Customer - A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of these tariff schedules.

Date of Presentation - Postmark date on billing envelope,

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SECTION 3 – RULES, (CONT'D.)

No. 1 Definitions and Abbreviations, (Cont'd.)

1.1 Definitions, (Cont'd.)

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at tile location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

Holiday - For the purposes of these tariff schedules, recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Major Rate Increase - Rate increase which is greater than a Minor Rate Increase.

Minor Rate Increase - Rate increase which is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected services rates. Increases will be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either 1% of the Company's total California intrastate revenues or 5% of the affected service's rates, such change will be treated as a Major Rate Increase.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 1 Definitions and Abbreviations, (Cont'd.)

1.1 Definitions, (Cont'd.)

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

State - California.

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User or End User - Customer or any authorized person or entity that utilizes the Company's services.

1.2 Abbreviations

PBX - Private Branch Exchange.

V&H - Vertical and Horizontal Coordinates.

ISDN PRI - Integrated Services Digital Network at 1,544,000 bits per second.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 2 Description of Service

2.1 Undertaking of the Company

- 2.1.1 The services of the Company consist of the furnishing of resold and facilities-based local exchange and resold interexchange data transport services throughout the State of California pursuant to this general tariff offering of service, to business Customers. In furnishing facilities and services, the Company does not undertake to transmit voice messages or dialtone service, but furnishes the use of its facilities to its Customers for data communications.
- 2.1.2 The Company concurs with the maps of GTEC's service area already on file with the Commission.
- 2.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in these tariff schedules. When authorized by the Customer, the Company may act as the Customer's Agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in these tariff schedules. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges, as set forth in Section 2 of these tariff schedules. None of the Company's service offerings are time-of-day sensitive.
- 2.1.6 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (866) 905-1735. Customers wishing to communicate with the Company in writing may send correspondence to: 3200 W. Pleasant Run Road, Bldg, 300, Suite 330, Lancaster, TX 75146.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

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

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of these tariff schedules, except that the Company will serve all locations within 300 feet of its facilities.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 12.4 The Company's services may be denied for nonpayment of charges. Additionally, the Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in these tariff schedules.
- 2.2.5 The use of the Company*s services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission,
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of these tariff schedules.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 3 Application for Service

3.1 Application Process

- 3.1.1 Service is installed by arrangement between the Company and the Customer.
- 3.1.2 A Customer desiring to obtain service must provide the Company with an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 3.1.3 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 3.1.4 Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.
- 3.1.5 If the application is made verbally, the Company will, within ten (10) days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. If the sale of service was conducted in a language other than English, the service confirmation letter will be presented in the language in which the sale was made.
- 3.1.6 Within ten (10) days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.
- 3.1.7 Potential Customers who are denied service will be given written notification of the reason for the denial within ten (10) days of the denial of service.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

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

3.2 Cancellation of Application for Service

- 3.2.1 When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified in Sections 3.2.2 and 3.2.3 of these tariff schedules. Such charges will be calculated on a case by case basis.
- 3.2.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, will apply, but in no case will this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- 3.2.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, let net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 4 Contracts

4.1 Contracts

The Company will provide contract offerings to its Customers. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. Contracts will be filed in compliance with General Order No. 96-A.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 5 Special Information Required on Forms

5.1 Customer Bills

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

5.1.2 Each bill for telephone service will contain notations concerning the following:

- 5.1.2.A When the bill shall be paid by the Customer to the Company;
- 5.1.2.B Billing detail, including the period of service covered by the bill;
- 5.1.2.C Late payment charges and when they will be applied;
- 5.1.2.D How the Customer must pay the bill;
- 5.1.2.E How to contact the Company with questions about the bill; and
- 5.1.2.F Network access for interstate calling.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 5 Special Information Required on Forms, (Cont'd.)

5.1 Customer Bills, (Cont'd.)

5.1.3 Each bill for telephone service will also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill, please request an explanation from West Telecom Services, LLC. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the Commission or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

5.2 Deposit Receipts

5.2.1 Each deposit receipt will contain the following provisions,

"This deposit, less the amount of any unpaid bills for service furnished by West Telecom Services, LLC, 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 non-payment of bills in a 12 month period."

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 6 Advanced Payments and Establishment of Credit

6.1 Advanced Payments

The Company will not require advanced payments from Customers.

6.2 Establishment of Credit

6.2.1 Each Applicant for service will provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the Applicant:

6.2.1A Provides credit history information acceptable to the Company. Such information may include, but shall not be limited to, credit account information, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

6.2.1B Provides a cosigner or guarantor. The cosigner or guarantor must have an acceptable credit history with the Company or another local carrier.

6.2.2 The Company cannot refuse a deposit to establish credit for service, but the Company may request the deposit to be in cash or other acceptable form of payment, such as a cashier's check, money order, bond or letter of credit.

6.2.2.A The amount of the deposit will be no greater than twice the estimated average monthly bill for the class of service applied. In the event the Customer request services in addition to basic service, the system average bill will reflect the aggregate services requested by the Customer.

6.2.2.B Deposits will be refunded with interest within thirty (30) days after discontinuance of service or after twelve (12) months of service, whichever comes first. Interest will be added to the deposit using the three-month commercial paper rate published by the Federal Reserve Board. However, no interest will be given to the Customer if the Customer has received during a 12-month period at least two non-payment notices as described in Rule No. 10, Section 10.2.2.A.

6.2.3 A cosigner or guarantor may be used provided that the cosigner or guarantor has acceptable credit history with the Company or with another acceptable local carrier.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 7 Notices and Communication

7.1 Notices

7.1.1 Notice by the Company

7.1.1.A In General

7.1.1.A.1 Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address.

7.1.1.A.2 The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer,

7.1.1.A.3 All notices and other communications of either party, and all bills mailed by the Company, will presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

7.1.1.A.4 Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 7 Notices and Communication,(Cont'd.)

7.1 Notices, (Cont'd.)

7.1.1 Notice by the Company, (Cont'd.)

7.1.1.B Regarding Rate Information

7.1.1.B.1 Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of Major Rate Increases will be provided in writing to the Customer and postmarked at least thirty (30) days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the Commission) will be required for Minor Rate Increases or rate decreases.

7.1.1.B.2 Customers will be advised of optional service plans and rates in writing as they become available.

7.1.1.B.3 Customers will be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers no later than the Company's next periodic billing cycle.

7.1.1.B.4 When the Company provides rate information to a consumer which is allegedly in violation of its tariffs, the consumer has the right to bring a complaint before the Commission against the Company.

7.1.1.C Regarding Change in Ownership or Identity

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

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 7 Notices and Communication, (Cont'd.)

7.1 Notices, (Cont'd.)

7.1.2 Notice by the Customer

Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 7 Notices and Communication,(Cont'd.)

7.2 Communication

7.2.1 The Company and the Customer shall provide notice to each other of any changes to the addresses designated for notices, other communications, or billing.

7.1.2 The Company will, upon request, provide any Applicant for service or Customer the following information:

7.2.2.A The Commission identification number of its registration to operate as a telecommunications corporation within California;

7.2.2.B The address and telephone number of the Commission to verify its authority to operate;

7.2.2.C A copy of the Commission's Consumer Protection Regulations;

7.2.2.D A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company;

7.2.2.E A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company;

7.2.2.F The names of billing Agents, if any, the Company uses in place of performing the billing function itself, and/or

7.2.2.G Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in the Commission's Decision No. 95-07-054.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 8 Rendering and Payment of Bills

8.1 Payment of Charges

- 8.1.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 8.1.2 The Company will credit payments within twenty-four (24) hours of receipt.
- 8.1.3 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within fifteen (15) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill. The late payment date will be prominently displayed on the Customer's bill and will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- 8.1.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- 8.1.5 Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all nonrecurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 8 Rendering and Payment of Bills, (Cont'd.)

8.2 Taxes and Surcharges

- 8.2.1 Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges or other assessments including such amounts as Global may be authorized to pass through to the Customer.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program Surcharge rates and the CPUC Reimbursement Fee rate to intrastate services. For a list of the Public program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T Communications of California, Inc. tariffs.

Exclusions to the CPUC mandated Public Program Surcharge rates are as follows:

1. Universal Lifeline Telephone Service (ULTS) billings
2. Charges to other certificated carriers for services that are to be resold
3. Coin Sent paid telephone calls (coin in box) and debit card calls
4. Customer-specific contracts effective before September 15, 1994
5. Usage Charges for coin-operated pay telephones
6. Directory advertising
7. One-way radio paging

Exclusions to the CPUC Reimbursement Fee rate are as follows:

1. Directory advertising and sales
2. Terminal equipment sales
3. Inter-utility sales

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 9 Disputed Bill Procedure

9.1 Disputed Bill Procedure

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- 9.1.1 The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
- 9.1.2 The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "due by" date shown on the bill. The "due by" date shall be no sooner than 15 days of the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, Section 8.1 of these tariffs, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- 9.1.3 If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the Commission for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the due by date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
- 9.1.4 The Company shall respond with-in ten (10) business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 9 Disputed Bill Procedure, (Cont'd.)

9.2 Address of CAB for Billing Disputes

The address the CAB is as follows:

9.2.1 California Public Utilities Commission
Consumer Affairs Branch
California State Building
505 Van Ness Avenue
San Francisco, California 94102
(415) 703-1170
(800) 649-7570
(415) 703-2032/FDD; or

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 10 Termination of Service

10.1 Termination of Service by the Customer

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

10.2 Termination of Service By the Company

10.2.1 The Company may terminate service, with at least ten (10) days' written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.

10.2.1.A Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least fifteen (15) days after the Date of Presentation on the billing envelope.

10.2.1.B Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.

10.2.1.C Company will not terminate access to 911 for residential Customers.

10.2.1.D Basic Service will not be disconnected for non-payment of anything other than residential and single line business, Flat Rate and/or Measured Rate Service as defined in D.96-10-066, Appendix B, page 5.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 10 Termination of Service, (Cont'd.)

10.2 Termination of Service by the Company, (Cont'd.)

10.2.1 (Cont'd.)

10.2.1.E Notice of the Customer's proposed termination will include the following information:

10.2.1.E.1 The name and address of Customer whose account is delinquent;

10.2.A.E.2 The amount that is delinquent;

10.2.1.E.3 The date when payment or arrangements for payment are required in order to avoid termination.;

10.2.1.E.4 The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges;

10.2.1 E.5 The procedure the Customer may use to request amortization of the unpaid charges.

10.2.1.E.6 The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment;

10.2.1.E.7 The telephone number of the CAB where the Customer may direct inquiries; and

10.2.1.E.8 Notification that local service may not be discontinued for nonpayment of Category 11 or other unregulated competitive services.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 10 Termination of Service, (Cont'd.)

10.2 Termination of Service by the Company, (Cont'd.)

10.2.2 The Company may terminate service, with at least ten (10) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.

10.2.3 The Company may terminate service without notice in the event of any of the following occurrences. hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment'. or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information).

10.2.4 CPUC's Decision No. 91188 in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix -13" of that decision as a part of the rules in the utility's 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 mad 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 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 of 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.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 10 Termination of Service, (Cont'd.)

10.2 Termination of Service by the Company, (Cont'd.)

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 communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 10 Termination of Service, (Cont'd.)

10.2 Termination of Service by the Company, (Cont'd.)

6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which 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 subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term “person”, as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, 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”, a defined in Division 1 of the California Public Utilities Code.

For the information of our Customers, the addresses of the Commission’s offices are as follows:

For Northern California:
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, California 94102

For Southern California:
California Public Utilities Commission
107 South Broadway
Los Angeles, California 90012

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 11 Temporary Service

11.1 Temporary Service

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than thirty (30) days, Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in these tariff schedules.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 12 Continuity of Service

12.1 Allowances for Interruptions in Service

12.1.1 A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under these tariff schedules.

12.1.2 An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit -is operative.

12.1.3 If the User reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

12.2 Application of Credits for Interrupted Services

12.11 At the Customer's request, a credit allowance for a continuous interruption of service for a period of twenty-four (24) hours or more will be made in an amount equal to the pro rata charges for each twenty-four (24) hour period, or major fraction thereof after the initial period of interruption.

112.2 Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

112.3 In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

12.3 Limitations on Allowances

12.3.1 No credit allowance will be made for any interruption of service:

- 12.3.1A due to the negligence of, or noncompliance with the provisions of these tariff schedules by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 12.3.1.B due to the failure of power, equipment, systems or services not provided by the Company;
- 12.3.1.C due to circumstances or causes beyond the control of the Company;
- 12.3.1.D during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 12.3.1.E during any period in which the User continues to use the service on an impaired basis;
- 12.3.1.F during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 12.3.1.G that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

12.3.2 The Company concurs with Pacific Bell's Limitation of Liability on credit interruptions in the Pacific Bell tariff Schedule A2 Section 2.1 Rules 2.1.14 Rule No. 14.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 13 Service Connections and Facilities on Customer's Premises

13.1 Service Connections and Facilities on Customer's Premises

- 13.1.1 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 13.1.2 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 13.1.3 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others,
- 13.1.4 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 14 Measurement of Service

14.1 Timing of Calls

14.1.1 The Customer's monthly usage charges for the Company telecommunications services are based upon on a flat monthly rate plan and the service options to which the Customer subscribes. Company will not offer its services on a measured on a per message basis.

14.1.2 None of the Company's service offerings are time-of-day sensitive.

14.1.3 No charges apply if a Call is not completed.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 14 Measurement of Service, (Cont'd.)

14.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date -is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Rule No. 10, Section 10.2 of these tariff schedules.

14.3 Calculation of Distance

14.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

14.3.2 Where applicable. 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. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

14.4 Minimum Call Completion Rate

Where applicable, the Customer can expect a call completion rate of at least ninety-five percent (95%) of all calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems to ensure that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 15 Change of Service Providers

15.1 Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or Its Agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation will conform with Section 2889 of the California Public Utilities Code, and be legibly printed in at least 10 point type.

15.2 Unauthorized Service Termination and Transfer

The Company shall be responsible for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to the Company's service. Company shall be responsible for the actions of its agents that solicit unauthorized service termination and transfers. The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer, If the Company is found responsible for the unauthorized transfer it will reimburse tile original carrier for reestablishing service at the tariff rate of the original carrier.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 16 Emergency Telephone Services (911/E911)

16.1 Emergency Telephone Services

Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

16.2 Multi-line Telephone System (“MLTS”) Access

The 911 Service network offers MLTS owners/operators/lessees (“Customers”) the option to provide telephone station location information to the 911 Database used by 911 dispatchers. When an end user dials 911 from a Multi-line Telephone System, the actual location of the end user may not always be accurately transmitted to the 911 dispatcher at the Public Safety Answering Point (“PSAP”), who may receive the location of the main number or the pilot number of a hunt group instead.

It is the Customer’s responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address (“station”) 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.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 17 Privacy

17.1 Privacy

- 17.1.1 The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Sections 2891, 2891.1 and 2893 of the California Public Utilities Code. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.
- 17.1.2 Notwithstanding Rule No. 18, Section 18. 1 of these tariff schedules, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the Commission pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the Commission in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published numbers. the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to California Universal Lifeline service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.
- 17.1.3 Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 17 Privacy, (Cont'd.)

17.1 Privacy, (Cont'd.)

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

1. Credit Information

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

2. Calling Records

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

B. Release of Subscriber Credit Information and Calling Records

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

1. Upon receipt of a search warrant obtained pursuant to California or federal law; or
2. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 17 Privacy, (Cont'd.)

17.1 Privacy, (Cont'd.)

3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or
4. Upon receiving permission of the subscriber to release the information.

C Notification to the Subscriber

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

D. Deferral of Notification

1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.
2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 17 Privacy, (Cont'd.)

17.1 Privacy, (Cont'd.)

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 renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

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

1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscribers account or is an independent telephone company or AT&T Company.

F. Retention of Records

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

West Telecom Services, LLC
3200 W. Pleasant Run Road
Suite 300
Lancaster, TX 75146
U-6592-C

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COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 18 Promotions

18.1 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 19 Limitations of Liability

19.1 Limitations of Liability

- 19.1.1 The provisions of this Section of this Rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- 19.1.2 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.
- 19.1.3 The Company will not provide a credit allowance for interruptions of service caused by the Customers facilities, equipment, or systems.
- 19.1.4 Except as provided in Sections 19.1.3 of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding tile use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however; that where any mistake, omission, interruption, delay, error or defect of 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 exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- 19.1.5 The Company is not liable to Users for interruptions in service except as set forth in Rule No. 12 of these tariff schedules.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 19 Limitations of Liability, (Cont'd.)

19.1 Limitations of Liability, (Cont'd.)

19.1.6 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- 19.1.6.A Any act or omission of. (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- 19.1.6.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
- 19.1.6.C Any unlawful or unauthorized use of the Company's facilities and services;
- 19.1.6.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
- 19.1.6.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- 19.1.6.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 19.1.6.G Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's Agents or employees.
- 19.1.6.H Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsible for the Company;

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 19 Limitations of Liability, (Cont'd.)

19.1 Limitations of Liability, (Cont'd.)

19.1.6 (Cont'd)

19.1.6.I Any calls not actually attempted to be completed during any period that service is unavailable.

19.1.7 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented to the Company within three (3) years after the date of the occurrence that gave rise to the claim. There is no time limit for Customer billing disputes.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 20 Responsibilities of the Customer

20.1 Responsibilities of the Customer

20.1.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer shall also be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.

20.1.2 Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 21 Demarcation

21.1 Demarcation

The Company concurs in Pacific Bell's demarcation tariff Schedules A8 and A2.1.2 explaining the boundary between Customer Premises Equipment and Company Equipment.

No. 22 Directories

22.1 Directories

The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

No. 23 Blocking Access to 900 and 976 Information Services

23.1 Blocking Access to 900 and 976 Information Services

At the request of a Customer, Company shall block that Customer's access to 900 and 976 pay-per call telephone information services. Company will Inform Customers of the availability of their service at the time voice grade service is offered by the Company and ordered by the Customer, This blocking service shall be made available free of charge to residential Customer

No. 24 Nonpublished Service

24.1 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from 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 number, shall be released by the Company in response to legal processor to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

(A) Agencies Authorized to Receive Nonpublished Information

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

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 24 Nonpublished Service (Cont'd.)

24.1 Nonpublished Service, (Cont'd.)

(A) Agencies Authorized to Receive Nonpublished Information, (Cont'd.)

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 tile United States; or,
- Protect federal or foreign officials; or,
- Protect public health and safety; or,
- Conduct emergency rescue operations.
- Any public health agency of the State of California or of a city, county, or other local government.
- County of city 911 projects.
- State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts,
- California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

(B) Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

- Peace officers pursuant to California Penal Code Section 830 and all subsections thereof 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 investigation a matter involving a service communicable disease or life threatening situation; or,

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 24 Nonpublished Service (Cont'd.)

24.1 Nonpublished Service, (Cont'd.)

- Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
- Employees of a county or city 911 project when acting in a official capacity; or,
- Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in tire fighting duties in which there is immediate peril to life or property.
- Nonpublished information shall be released by a telephone company to all authorized agency upon the agency's written request provided that the agency has previously furnished the Company 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 Dame 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 pursuant to its responsibilities.
- Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephone 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 person, by name, title and telephone number, who are authorized to request, by telephone, nonpublished reformation. The telephonic request for nonpublished reformation 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 Company only oil a call back verification basis.
- The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 24 Nonpublished Service (Cont'd.)

24.1 Nonpublished Service, (Cont'd.)

(C) Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company 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 or nonpublished information, the Customer will receive no communication from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of this or her nonpublished information to that agency could impede an ongoing, criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.

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 no 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 Company that such information was released and which agency received and which agency received the information.

(D) 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 certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

COMPETITIVE LOCAL CARRIER

SECTION 3 – RULES, (CONT'D.)

No. 24 Nonpublished Service (Cont'd.)

24.1 Nonpublished Service, (Cont'd.)

(E) Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

(F) Retention of Records

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

(G) Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL CARRIER

SECTION 4 – SAMPLE FORMS

No.1 Sample Forms

1.1 Sample Forms

Service Agreement
Sample Bill

Attachment "A"
Attachment "B"

West Telecom Services, LLC
3200 W. Pleasant Run Road
Suite 300
Lancaster, TX 75146
U-6592-C

Schedule Cal. P.U.C. No. 3-T
Original Sheet No. 74

COMPETITIVE LOCAL CARRIER

Attachment A

SERVICE AGREEMENT

Advice Letter No. 18
Decision No.:

Issued by
Tariff Manager

Effective: October 5, 2015
Resolution No.:

West Telecom Services, LLC
3200 W. Pleasant Run Road
Suite 300
Lancaster, TX 75146
U-6592-C

Schedule Cal. P.U.C. No. 3-T
Original Sheet No. 75

COMPETITIVE LOCAL CARRIER

Attachment B

SAMPLE BILL

Advice Letter No. 18
Decision No.:

Issued by
Tariff Manager

Effective: October 5, 2015
Resolution No.: