

Competitive Local Carrier

Verizon Select Services Inc.

(T)

U-5494-C

Tariff Schedule Applicable to Resold

Competitive Local Carrier Services

Competitive Local Carrier

CHECK SHEET

Original and revised sheets, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>
1	2nd Revised
2	87th Revised*
2.1	43rd Revised
2.2	24th Revised
2.3	59th Revised*
3	3rd Revised
4	7th Revised
5	3rd Revised
6	3rd Revised
7	2nd Revised

* New or Revised Page
Cancelled tariff sheets per Advice Letter 419 have been removed.

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Date Filed: December 4, 2014

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Irving, TX 75038

Effective: January 1, 2015
Resolution No. T16901

Competitive Local Carrier

CHECK SHEET (Continued)

<u>Sheet</u>	<u>Revision</u>
47.13	9th Revised
47.14	6th Revised
47.16	8th Revised
47.17	6th Revised
47.18	8th Revised
47.19	10th Revised
47.20	8th Revised*
47.21	6th Revised*
47.22	6th Revised*
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Competitive Local Carrier

CHECK SHEET (Continued)

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64.2	6 th Revised
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64.6	7th Revised
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(N)

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Competitive Local Carrier

CHECK SHEET (Continued)

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66	21st Revised*
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68	2nd Revised
69	9th Revised
69.1	5th Revised
69.2	4th Revised
70	4th Revised
71	4th Revised
72	3rd Revised
73	2nd Revised
74	2nd Revised
74.1	2nd Revised
75	3rd Revised
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77	3rd Revised
78	2nd Revised
79	2nd Revised

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Competitive Local Carrier

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(P) Pending approval of Advice Letter 418

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Competitive Local Carrier

PRELIMINARY STATEMENT

This Tariff contains the regulations, rates and charges applicable to the provision of local telecommunications services by Verizon Select Services Inc. for the use of Customers transmitting messages within the State of California, subject to the jurisdiction of the California Public Utilities Commission ("Commission") for matters which are required to be tarified, including basic residential service, 911, Lifeline, and other obligations under state and federal law, or under California Public Utilities Commission decisions and orders. Generally available rates, terms and conditions for services which are not described in this tariff can be found in the unfiled Product Guide available at www.verizon.com/tariffs.

(C)
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(C)

Carrier has been authorized by the California Public Utilities Commission in Decision No. 96-02-072 to operate as a reseller of local telecommunications services offered in California.

This Tariff is on file with the California Public Utilities Commission. In addition, this Tariff is available for review during business hours at the main office of Verizon Select Services Inc., located at 600 Hidden Ridge, 2nd Floor, Irving, TX 75038, or at its office located at 777 South Figueoroa Street, Suite 3350, Los Angeles, CA 90017.

(T)
(T)

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Competitive Local Carrier

EXPLANATION OF SYMBOLS

Changes to this Tariff shall be identified on the revised sheet(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation
 - (C)(R) - A change reducing rates
 - (C)(I) - A change increasing rates
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in rate or charge.
- (L) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change in text but no change in rate or regulation.
- (P) - To signify material subject to change under a pending application or advice letter; (N)

(D)

Competitive Local Carrier

Service Area Map

Carrier concurs in all of the exchange service territories and maps as filed in Pacific Bell's Network and Exchange Service Tariff, schedule CAL. P.U.C. No A5, Section 5.1.1A, and Verizon's Schedule CAL. P.U.C. No. AB, including amendments and successive issues of such tariffs. This concurrence shall remain in effect until this authority is revoked by cancellation of this adoption notice. (T)

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Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE**

This service is no longer available to new Customers.

12.1 Basic Flat Rate Residential Service Description - Provides Customer with the ability to originate calls to all other stations on the public switched network in Customer's local calling area. Carrier concurs in the territory, including Extended Area Service (EAS) exchanges, of Pacific Bell. All services are offered subject to availability for resale from the underlying carrier.

12.2 Rates**12.2.1 Flat Rate Residential Service**

- A. Flat Rate Residential Service includes unlimited local calling in Zones 1 and 2.

	<u>Monthly Recurring Charge</u>
Flat Rate Local Service	\$25.00
Additional Line	25.00

(D)

Competitive Local Carrier

Schedule 1

Exchange Services in Pacific Bell Territory

12. RESIDENTIAL SERVICE (Continued)

12.2 Rates (Continued)

12.2.1 Flat Rate Residential Service (Continued)

- C. Local Usage Charges - applies to calls to Zone 3. Call charges are rounded to the next whole cent. Calls are billed in one minute increments.

Per Minute Rate
\$.10

(D)

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. FLAT RATE RESIDENTIAL SERVICE (Continued)****12.2 Rates (Continued)****12.2.1 Flat Rate Residential Service (Continued)**

(D)

F. Directory Listing Service

Primary Listing shall consist of a name, designation, address, and (C) telephone number.

	<u>NRC</u>	<u>MRC</u>	
Primary Service	No Charge	No Charge	(D)
Non-Published Service	N/A	.30	(D)

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE (Continued)****12.2 Rates (Continued)****12.2.1 Flat Rate Residential Service (Continued)****G. Blocking Options****1. Information Services Blocking**

Provides Customer with the option to Block calls to 900 and/or 976 numbers, as provided by the underlying carrier. Charge applies per line.

	<u>Nonrecurring</u> <u>Charge</u>
Add Call Blocking	\$.00

(D)

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE (Continued)****12.2 Rates (Continued)****12.2.1 Flat Rate Residential Service (Continued)****G. Blocking Options (Continued)****2. Caller ID Blocking**

Permits Customer to block transmission of its telephone number to parties called. Blocking option selected with initial order is free of charge.

	<u>Nonrecurring Charge</u>
Change to Blocking Option - per line	\$8.00

(D)

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE (Continued)****12.2 Rates (Continued)****12.2.1 Flat Rate Residential Service (Continued)****H. Number Referral Service**

There is no charge for the first three months of Referral Service if Customer changes locations but continues service at the new location with Carrier.

	<u>Nonrecurring</u>
	<u>Charge</u>
Basic - each three months	\$12.50

12.3 California Lifeline Service (C)**12.3.1 General**

Applicable to eligible residential Customers for California Lifeline furnished pursuant to the Moore Universal Telephone Service Act. Lifeline Customers may purchase Service Combination Packages at a rate adjusted to the Lifeline Flat Rate Service monthly rate. (C)

Customers are not charged the California High Cost Fund (CHCF)-A surcharge, CHCF-B surcharge, California Teleconnect Fund surcharge, California Relay Service and Communications Device Fund surcharge, and Lifeline surcharge. (N)
(N)

12.3.2 Rates**A. Flat Rate Service**

Individual line - monthly	\$5.47
---------------------------	--------

B. Service Connection Charges

Installation of Basic Exchange Service Initial Order	\$ 9.50
Central Office Activity Charge	.00
Line Change	10.00

(Changes in class, type or grade of service after initial installation of California Lifeline at a specific address.) (C)
Outside Facility Connection Charge .00 (C)

C. Access Charge Allowance. An allowance equal to the current federally mandated end user access charge for California Lifeline Customers. (C)
(C)

Competitive Local Carrier

Schedule 1

Exchange Services in Pacific Bell Territory

12. RESIDENTIAL SERVICE (Continued)

12.3 California Lifeline Service (Continued)

12.3.3 Special Conditions

A. California Lifeline is available to all residence Customers who meet the following eligibility requirements:

1. The residence at which the service is requested is Customer's principal place of residence. The residence household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residence occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of California Lifeline.

2. There is only one access line serving the residence premises.
3. The combined income of a household of one or two person(s), based on current income, does not exceed the amount listed in the tariff of the Pacific Bell Telephone Company d/b/a/ AT&T California..
4. The current income of a household of three or more persons does not exceed the limitations as listed in the tariffs of Pacific Bell Telephone Company d/b/a AT&T California.

(C)

(C)

(C)

(C)

(D)

(D)

Competitive Local Carrier

Schedule 1

Exchange Services in Pacific Bell Territory

12. RESIDENTIAL SERVICE (Continued)

12.3 California Lifeline Service (Continued)

12.3.3 Special Conditions (Continued)

A. (Continued)

5. The income limitations claimed by Lifeline Customers in applications are subject to verification at any time by Carrier and/or by the Commission and its staff. If it is found that the Lifeline Customer actually exceeds the income limitation, back billing at full tariffed rates will be assessed.
6. No person who is claimed as a dependent on another person's income tax return shall be eligible.

B. California Lifeline is available to applicants for new residential service and to Customers subscribing to residential service who qualify under guidelines listed above.

C. California Lifeline Service includes the following:

1. Basic dial tone service:
Free access to 911 directory listing, access to directory services, unlimited calls to 800 and 8YY toll free, free access to California Relay Service (711), Access to operator services, free blocking for 900/976 information services. (N)
(N)
2. Unlimited incoming calls.
3. An allowance equal to the current federally mandated access charge for California Lifeline Customers which is 50% discounted from the rate set forth in Carrier's Tariff FCC No. 1.

D. California Lifeline is restricted to residence local exchange service including 50% of all applicable extended area service charges.

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE (Continued)****12.3 California Lifeline Service (Continued)****12.3.3 Special Conditions (Continued)**

- E. Customers qualifying for California Lifeline will be entitled to one installation every 12 months as shown in Rates and Charges. No carry-over credit will be given for years in which eligible Customers do not use their authorized reduced Service Connection Charges. Reduced Service Connection Charges will apply to requests from eligible recipients for changes in class, type or grade of service, including requests to change from Foreign Exchange Service. Changes in class, type or grade of service at the reduced rates will constitute that Customer's one installation per year. Other than stated above, any change to the service will be at regular tarified rates.
- F. Eligible recipients of this service may have up to three months to pay Carrier for the reduced Service Connection Charges. Carrier will bill Customer in three equal installments.
- G. Deposits for establishment of California Lifeline Service will not be required from eligible applicants unless the Applicant has any outstanding telephone bill from any telephone utility in the State of California. A deposit may not be required if an California Lifeline Service Applicant voluntarily accepts toll block at no charge. The deposit will be refunded in full if the applicant or participant is approved for the California Lifeline Program.
- H. California Lifeline Service shall be subject to the conditions set forth in Rule 11, Discontinuance and Restoration of Service.
- I. Service under this schedule will apply upon receipt of a completed Carrier-provided self-certification notice of eligibility from an Applicant/Customer. The self-certification form shall be the form shown in the forms section of these tariff schedules.

(C)
|
(C)

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE (Continued)****12.3 California Lifeline Service (Continued)**

(C)

12.3.3 Special Conditions (Continued)

- J. Customers requesting California Lifeline will first be charged regular non-recurring service charges as set forth in this Tariff. Credits for California Lifeline discounts will be applied after the Customer is approved. A change of service charge may apply. Customers must return the forms and be approved for California Lifeline prior to receiving California Lifeline rates. Customers will be charged regular tariff rates for monthly recurring service for basic residential service and service connection, if applicable, until approval by the Carrier. Credits for the California Lifeline discounts will be applied to the approved Customer account retroactive to the date the Customer requested California Lifeline or the date service began, whichever is later. If reduced Service Connection Charges are applicable, the difference between California Lifeline charges and regular tariff charges will be credited to the customer's account. (C)
- K. Recipients of California Lifeline must notify Carrier of a change in any condition which occurs that would cause the household to no longer qualify for the service. Upon receipt of notification, Carrier will change the service to regular tariffed rates for the service furnished. Service Connection Charges will not apply to the change in service. (C)
- If Carrier discovers that conditions exist which cause the recipient not to qualify for California Lifeline, Customer will be notified that the service will be converted to regular tariffed rates. If Customer cannot prove when he became ineligible, Carrier will bill Customer retroactive to the last certification date for the difference between California Lifeline rates and the regular tariff rates (excluding usage) for the service furnished, including Service Connection Charges and deposits, if applicable. (C)

Competitive Local Carrier

Schedule 1**Exchange Services in Pacific Bell Territory****12. RESIDENTIAL SERVICE (Continued)****12.3 California Lifeline Service (Continued)**

(C)

12.3.3 Special Conditions (Continued)

- L. Certification of eligibility for California Lifeline must be approved by the Third Party Administrator (TPA). Eligible recipients are required to be re-certified annually. TPA will mail re-certification forms to each recipient of the service annually. Customers must return the forms and be approved for California Lifeline to continue to receive California Lifeline rates. If the recipient fails to return the re-certification notice within 30 days TPA will assume that Customer is no longer eligible. If the TPA establishes that the Customer is ineligible, the Customer will be removed from the California Lifeline program and may be charged for previous California Lifeline discounts that the customer should not have received. Customer's service rates will be converted to the regular tariffed rates for the type, class and grade of service furnished. Nonrecurring charges will not apply to the change in service. Deposit requirements will be applied in accordance with applicable tariffs. (C)
- M. TPA will annually mail a notification of availability and a self-certification form to all residence Customers. (C)
- N. In addition to the rates and conditions specified herein, all rules, regulations, charges and rates in conjunction with the service furnished elsewhere in the tariffs are also applicable to the service provided under this schedule.
- O. Optional services and equipment are not included in California Lifeline rates, but will be provided to California Lifeline Customers at applicable tariffed rates and charges. (C)
- P. California Lifeline rates shall be applied to each monthly statement for the months this service is furnished and shall apply only for the duration of this service. (C)
- Q. California Lifeline Customers may request conversion from flat-rate basic exchange service to measured basic exchange service, or vice versa, to determine the best call rating and billing for their local service. (C)

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Competitive Local Carrier

Schedule 1

Exchange Services in Pacific Bell Territory

12. RESIDENTIAL SERVICE (Continued)

12.3 California Lifeline Service (Continued)

12.3.3 Special Conditions (Continued)

- R. Customers may make up to two (2) subsequent changes (between flat-rate and measured service) within a ninety (90) day period without incurring a Service Order Change Charge for the two (2) changes.
- S. The Service Order Change Charge is waived for ninety (90) days from the date Customer goes in-service (service turned on in initial or move order) after the initial service install or move is completed.
- T. Initial Service Order Charges for new installation or moves are NOT waived, nor is the Service Order Change Charge waived for changes other than the change listed in Special Condition R., above.
- U. A Service Order Change Charge is applied to the third and all subsequent changes between flat-rate and measured basic exchange service during the 90-day waiver period.
- V. Carrier will waive the monthly recurring charge for Option I of the Flat Rate Residential Service Blocking Options (Schedule 2, Section 10.2.1.1.2).
- W. Eligible Customers of this service may make interest free payment arrangements for the reduced Service Connection Charges. (N)
- X. Participants in the Deaf and Disabled Telecommunications Program may be provided access to two California Lifeline discounted telephone lines. (N)

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

Resolution No. _____

Competitive Local Carrier

Schedule 2**EXCHANGE SERVICES IN VERIZON TERRITORY****10. RESIDENTIAL SERVICE**

This service is no longer available to new Customers.

10.1 Basic Flat Rate Residential Service Description - Provides Customer with the ability to originate calls to all other stations on the public switched network in Customer's local calling area. Carrier concurs in the territory, including Extended Area Service (EAS) exchanges, of underlying carrier. All services are offered subject to availability for resale from the underlying carrier.

10.2 Rates**10.2.1 Flat Rate Residential Service**

- A. Flat Rate Residential Service includes unlimited local calling in Zones 1 and 2.

Monthly Recurring
Charge

Flat Rate Local Service \$30.00

(D)

- B. Extended Area Service (EAS)

Monthly Recurring
Charge

<u>Exchange</u>	<u>Charge</u>
Lake Hughes (To Lancaster)	\$3.00
Los Alamos (To Santa Maria)	3.00
Palm Desert (To Palm Springs)	1.00
Palm Springs (To Palm Springs)	1.00
Santa Maria (To Los Alamos)	1.00

Competitive Local Carrier

Schedule 2

EXCHANGE SERVICES IN VERIZON TERRITORY

10. RESIDENTIAL SERVICE (Continued)

10.2 Rates (Continued)

10.2.1 Flat Rate Residential Service (Continued)

(D)

- D. Local Usage Charges - applies to calls to Zone 3. Call charges are rounded to the nearest whole cent. Calls are billed in one-minute increments.

Rate Per Minute \$.10

Competitive Local Carrier

Schedule 2**EXCHANGE SERVICES IN VERIZON TERRITORY****10. RESIDENTIAL SERVICE (Continued)****10.2 Rates (Continued)****10.2.1 Flat Rate Residential Service (Continued)****H. Directory Listing Service**

Primary Listing shall consist of a name, designation, address, and (C) telephone number.

	<u>Monthly Recurring</u> <u>Charge</u>	
Primary Listing	\$.00	
Non-Published number	1.50	(D)
		(D)

I. Blocking Options

1. Call Restriction Options - all options are subject to availability in underlying carrier's switches, as well as requirements and conditions of underlying carrier's provision of service.
 - (a) Option I - permits only local calling, including DA, repair, and emergency service. Permits Collect calling.
 - (b) Option II - restricts Collect and Third Number Billed calls.
 - (c) Option III - restricts casual dialed toll calls.
 - (d) Option IV - permits local direct dial calling and Operator Assisted calls.
 - (e) Option V - blocks calls to 900 and/or 976 numbers.

Competitive Local Carrier

Schedule 2**EXCHANGE SERVICES IN VERIZON TERRITORY****10. RESIDENTIAL SERVICE (Continued)****10.2 Rates (Continued)****10.2.1 Flat Rate Residential Service (Continued)****I. Blocking Options (Continued)****2. Rates**

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Option I	N/A	\$2.75
Option II	\$25.00	3.85
Option III	25.00	5.50
Option IV	N/A	3.30
Option V	N/A	N/A
Removal of Option V Blocking	8.00	N/A
Reinstall Option V Blocking, per line	8.00	N/A

(D)

Competitive Local Carrier

Schedule 2**EXCHANGE SERVICES IN VERIZON TERRITORY****10. RESIDENTIAL SERVICE (Continued)****10.2 Rates (Continued)****10.2.1 Flat Rate Residential Service (Continued)****K. Number Referral Service**

There is no charge for the first month of referral service if Customer changes locations but continues service at the new location with Carrier.

	<u>Nonrecurring</u> <u>Charge</u>
Basic, each month	\$17.60

(D)

Competitive Local Carrier

Schedule 2

EXCHANGE SERVICES IN VERIZON TERRITORY

10. BASIC FLAT RATE RESIDENTIAL SERVICE (Continued)

This service is no longer available to new Customers.

10.3 Universal Lifeline Telephone Service

Applicable to eligible residential Customers for Universal Lifeline Telephone Service furnished pursuant to the Moore Universal Telephone Service Act. For rates, terms, and conditions see Schedule 1, Section 12.3 above.

(D)

Competitive Local Carrier

TAXES AND SURCHARGES

1. Service may be subject to state and/or local taxes at the prevailing rates if service originates and terminates in the State of California. Taxes are not included in the rates and charges listed herein.
 2. Customer is responsible for payment of any sales, use, gross receipts, excess, access or other local, state and federal taxes, charges or surcharges (however designated, excluding taxes on Carrier's net income) imposed on or based upon the provision, sale or use of services. (C)
 - (D)
 - (D)
 3. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services.
- For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to AT&T California tariffs. (N)
- (N)

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Manager - Tariffs
600 Hidden ridge, 2nd Floor
Irving, TX 75038

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Competitive Local Carrier

RULES

RULE 1 DEFINITIONS

Bill to Third Party - A billing arrangement by which a call may be charged to an authorized station other than the station originating the call or station where the call is terminated.

Calling Card - A billing arrangement by which a call may be charged to an authorized carrier's calling card account.

Carrier - Verizon Select Services Inc. (T)

CLC - Competitive Local Carrier.

Collect Call - A billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called station.

Commission - The California Public Utilities Commission.

Contract Service Arrangement - Agreement in which Carrier provides services under specified terms and conditions of this Tariff.

Conversation Minutes - For billing purposes calls are billed based on conversation minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Customer - The company, individual, or other entity which orders or uses service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

Customer Dialed Direct Station-to-Station - That service where the person originating the call dials the telephone number desired, completing the message without the assistance of an Operator and the message is billed to the originating number.

Day - In Verizon territory, the rate period from 8:00 A.M. up to, but not including 5:00 P.M. In Pacific Bell territory, the period extending to, and including 5:00 P.M. (T)

Evening - In Verizon territory, the rate period from 5:00 P.M. up to, but not including 11:00 P.M. In Pacific Bell territory, the period extending to, and including 11:00 P.M. (T)

Holidays - New Year's Day, Washington's Birthday (observed), Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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Donald R. Fowler
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Competitive Local Carrier

RULES (Continued)

Rule 1 DEFINITIONS (Continued)

Local Access and Transport Area (LATA) - A defined geographic area within which the local telephone company may provide telephone services and/or facilities.

Main Billed Account - The Customer name, address and account number to which LDMTS charges are billed.

Night/Weekend - In Verizon territory, the night/weekend rate period from 11:00 P.M. up to, but not including 8:00 A.M., and all day Saturday, Sunday, and Holidays. In Pacific Bell territory, the period (T)
extending to, and including 8:00 A.M., and all day Saturday, Sunday, and Holidays.

Operator - Inclusive of an automated or live Operator Service.

Operator Assisted Station-to-Station - Service where the person originating the call requests the Operator to reach a particular number.

Person-to-Person - Service where the person originating the call requests the Operator to reach a particular person, mobile station, department, or office.

Service - Any or all service(s) provided by Carrier pursuant to this Tariff.

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Donald R. Fowler
Director - Tariffs
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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Competitive Local Carrier

RULES (Continued)**RULE 2 DESCRIPTION OF SERVICE****2.1 Availability of Service**

Carrier offers resold telecommunications service to any person or company who desires to be a Customer, subject to the terms and conditions of this Tariff. Service is available 24 hours per day, seven days per week. Service is offered subject to availability from supplying carriers.

2.1.1 Services Available in Pacific Bell Territory

All services of Pacific Bell which Carrier resells are governed by the terms, conditions, and services of Pacific Bell's Schedule Cal. P.U.C. No 175-T. Services offered by Carrier are listed below. Specific descriptions, features, and rates and changes can be found in Schedule 1 of this Tariff.

ServicesSheet

Flat Rate Residential Service

47.13

(P)

(P)
(D)
(P)

(P) Pending approval of Advice Letter 418

Advice Letter No. 419

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Competitive Local Carrier

RULES (Continued)**Rule 2 DESCRIPTION OF SERVICE (Continued)****2.1 Availability of Service (Continued)****2.1.2 Service Available in Verizon Territory**

(T)

All services of Verizon, which Carrier resells, are governed by the terms, conditions, and services of Verizon's Schedule Cal. P.U.C. No. K-5. Services offered by Carrier are listed below. Specific descriptions, features, and rates and charges can be found in Schedule 2 of this Tariff. (T)

This option is no longer available to new Customers in the following exchanges:

Alderpoint	Lost Lake
Blythe	Mad River
Cazadero	Orleans
Colfax	Palo Verde
Covelo	Parker Dam
Earp	Piercy
Garberville	Robbins
Havasu Landing	Sea Ranch
Hayfork	Timber Cove
Hoopa	Weaverville
Knights Landing	Weimar
Laytonville	Whitehorn
Leggett	Willow Creek

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Competitive Local Carrier

RULES (Continued)**Rule 2 DESCRIPTION OF SERVICE (Continued)****2.1 Availability of Service (Continued)****2.1.2 Service Available in Verizon Territory (Continued)**ServicesSheet

Flat Rate Residential Service

64.1

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RULES (Continued)**RULE 3 APPLICATION FOR SERVICE**

- 3.1** Applications for service covered by the filed schedule of rates will be accepted by the Carrier or its agents. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Tariffs.
- 3.2** The applicant may be asked to provide the following information:
- Service desired.
 - Whether facilities are in place on premises where service is desired.
 - Whether applicant is the owner, agent or tenant of the premises.
 - Date applicant will be ready for service.
 - Address to which bills are to be mailed or delivered.
 - Date of application.
 - Such other information as the Carrier may reasonably require.
- 3.3** The Carrier will accept an oral or written application from a Customer for new service, additions to or changes in the existing service, or for discontinuance of service of such Customer.
- 3.4** An application is merely a request for service and does not in itself bind the Carrier to provide service except under reasonable conditions, nor does it bind the applicant to take service.
- 3.5** Carrier will charge for a line change and transfer of service. A line change applies when a Customer requests to change the class of service, to change the party (C) responsible for payment, or to change the telephone number. A line change does not apply if the above changes are the result of harassing phone calls. A transfer of service applies when a Customer migrates to Carrier without selecting a bundle service package. For example, the Customer selects local service only. (C)

Competitive Local Carrier

RULES (Continued)

(D)

RULE 5 SPECIAL INFORMATION REQUIRED ON FORMS

5.1 Carrier's bills include the following information.

This bill is now due and payable; it becomes subject to a late payment charge if not paid within 20 calendar days of presentation date. Should you question this bill, please request an explanation from GTE Card Services.

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102, or 107 South Broadway, Room 5109, Los Angeles, CA 90012. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to GTE Card Services 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.

RULE 6 ESTABLISHMENT OR REESTABLISHMENT OF CREDIT

6.1 The carrier reserves the right to examine the credit record and check the references of all applicants and Customers.

Competitive Local Carrier

RULES (Continued)**RULE 7 DEPOSITS AND ADVANCE PAYMENTS**

- 7.1** Carrier may require a Customer without an established credit history to pay a sum up to an amount equal to twice the estimated average monthly charge for service as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. Within 30 days of termination of service, or after 12 months of service (whichever comes first), the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the Customer at any time prior to termination of the service at the option of Carrier. Interest on deposits will be at the 3-month commercial paper rate published by the Federal Reserve Board.

RULE 8 NOTICES

- 8.1** Any notice the Carrier may give to a Customer may be given orally (in emergency situations) to the Customer, or his/her authorized representative, or by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Carrier.
- 8.2** Unless otherwise provided by these Rules, any notice from any Customer or his/her authorized representative must be given by written notice, by mail, to the Carrier's business office, or by oral notice.

RULE 9 PAYMENT AND BILLING

- 9.1** Customers have at least 20 days after the billing date to remit payment without penalty or termination. Termination of service may be by written or oral notice. If payment is not received by the due date, a late charge of 1.5% per month will apply.
- 9.2** Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer.
- 9.3** Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at Customer's station and for charges billed Customer for calling card messages. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Carrier may discontinue furnishing said service without incurring any liability. Notice will be provided in accordance with the Commission's rules.
- 9.4** Charges for service are due on the date noted on the bill, and are billed and collected by Carrier or its agent.

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Competitive Local Carrier

RULES (Continued)**RULE 10 DISPUTED BILLS**

- 10.1** In the case of a billing dispute between the Customer and the Carrier for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within 30 days of the disputed bill's issue date.
- 10.2** First, the Customer may request, and the Carrier will comply with the request, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to discontinuance).
- 10.3** Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Customer may appeal to the C.P.U.C. for their investigation and decision.

The addresses of the C.P.U.C. are:

Consumer Affairs Branch		Consumer Affairs Branch - PUC
State Building	or	State Office
505 Van Ness Avenue		107 S. Broadway, Room 5109
San Francisco, CA 94102		Los Angeles, CA 90012

- 10.4** The undisputed portion of the bill must be paid by the due date shown on the bill, or the service will be subject to discontinuance if the CLC has notified the Customer by written notice of such delinquency and impending termination. To avoid disconnection of service, Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the Consumer Affairs Branch (CAB) within 7 calendar days after the date the Carrier notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.
- 10.5** CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and Carrier and make disbursement of the deposited amount.
- 10.6** After the investigation and review are completed by the Carrier as noted above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Carrier notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

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RULES (Continued)**RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE BY CARRIER**

Without incurring any liability, Carrier may under the following conditions discontinue or interrupt service that is being furnished.

- 11.1** For noncompliance with or violation of any applicable state, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 11.1** For noncompliance with any of the provisions of this Tariff governing service.
- 11.2** In the event of Customer's use of service in such a manner as to adversely affect Carrier's equipment or service to others.
- 11.3** In the event of unauthorized or fraudulent use of service.
- 11.4** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing service to Customer.
- 11.5** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.
- 11.6** Carrier shall not be liable to Customer for any damages for service interruption pursuant to this Section.
- 11.7** Carrier reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.
- 11.8** The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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RULES (Continued)

RULE 11 DISCONTINUEANCE AND RESTORATION OF SERVICE BY CARRIER (Continued)

- 11.9** For residence services disconnected for nonpayment, the Carrier will continue to provide access to 911 services to the Customer.
- 11.10** Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:
1. The name and address of the Customer whose account is delinquent.
 2. The amount that is delinquent.
 3. The date when payment or arrangements for payment are required in order to avoid termination.
 4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
 5. The procedure the Customer may use to request amortization of the unpaid charges.
 6. The telephone number of a representative of the Carrier, who can provide additional information or institute arrangements for payment.
 7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries.
 8. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive.

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Competitive Local Carrier

RULES (Continued)

RULE 12 INFORMATION PROVIDED TO THE PUBLIC

12.1 This Tariff is on file with the California Public Utilities Commission. In addition, this Tariff is available for review during business hours at the main office of Verizon Select Services Inc., located at 600 Hidden Ridge, 2nd Floor, Irving, TX 75038, or at its office located at 10 Universal City Plaza, Suite 2000, Universal City, CA 91608. (T)

12.2 Carrier shall provide to applicants or Customers, upon request, the following information.

Carrier's Commission identification number of its registration to operate within the state.

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

A copy of the Commission's Consumer Protection regulations applicable to Competitive Local Carrier services.

A toll free number for service or billing inquiries, along with an address where the Customer may write the Carrier.

Full disclosure of all fictitious names.

Names of billing agents used.

Rate information.

RULE 13 TEMPORARY SERVICE

(RESERVED)

RULE 14 CONTINUITY OF SERVICE

(RESERVED)

RULE 15 EMPLOYEE SERVICE

No employee concessions are offered under this Tariff.

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RULES (Continued)**RULE 16 Limitations on Liabilities**

- 16.1** Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without limitation to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.
- 16.2** The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- 16.3** In the event an error or omission is caused by the gross negligence of the Carrier, the liability of the Carrier shall be limited to and in no event exceed the sum of \$10,000.
- 16.4** The Carrier will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
- 16.5** Except as provided in 16.4 of this rule, the liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, error or defects in any of the services or facilities furnished by the Carrier up to and including its local loop demarcation point, including exchange, toll, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect. (C)
- 16.6** Subject to 16.4 of this rule, the Carrier shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
- 16.6.1** For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- 16.6.2** For listing and lines of information in alphabetical telephone directories furnished at additional charge set forth in Carrier's Schedules, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- 16.6.3** For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
-

Competitive Local Carrier

RULES (Continued)**RULE 16 LIMITATIONS ON LIABILITIES (Continued)****16.6 (Continued)**

16.6.4 For listings in information furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission occurred.

(D)

16.7 Errors in Transmitting, Receiving or Delivering Oral Message by Telephone

The Carrier shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Carrier and connecting utilities.

16.8 Loss Arising From Non-Delivery of Written Messages

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

16.9 Errors in Information Furnished by Directory Assistance Operators

Subject to provisions of 16.4 of this rule, the Carrier shall allow a credit for errors in telephone numbers or other information furnished by the underlying carrier's Directory Assistance Operators in accordance with the underlying carrier's tariff (Pacific Bell Schedule Cal. P.U.C. No. A5.7.4) an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another carrier operator (i.e. "0" Operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

RULE 17 UNDERTAKING OF THE CARRIER

17.1 Service is furnished for telecommunications originating and terminating within the state of California under the terms and conditions of this Tariff.

17.2 Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff.

17.3 Carrier neither owns nor operates telecommunications facilities within the state of California, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a Customer of Carrier, and not a Customer of any other carrier.

17.4 Service is available twenty-four (24) hours per day, seven (7) days per week.

Competitive Local Carrier

RULES (Continued)**RULE 18 LIMITATIONS ON SERVICE**

- 18.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff, and tariffs of underlying carriers as they govern provision of service to Carrier.
- 18.2** Carrier reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for non-payment by Customer.
- 18.3** Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of service, except with the consent of Carrier. In the event of such transfer or assignment, all regulations and conditions contained in this Tariff, as well as all conditions for service, shall apply to the assignees or transferees.
- 18.4** Service may not be used for any unlawful purpose.

RULE 19 CANCELLATION OR TERMINATION OF SERVICE BY CUSTOMER

Customer may, at its option, cancel or terminate the use of service at any time, subject to payments of any applicable early termination charges or outstanding balance due the Carrier.

RULE 20 CREDIT ALLOWANCES FOR INTERRUPTIONS

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

20.2 Temporary Suspension for Repairs

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

When the Carrier is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruption of conversations or Customer's service.

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RULES (Continued)**RULE 21 HEARING IMPAIRED/DISABLED**

- 21.1** Carrier will contract with Verizon and Pacific Bell to administer the Hearing Impaired and Disabled Program. Carrier will arrange, through Verizon, for eligible hearing impaired and disabled customers to obtain needed equipment and services.

RULE 22 CHANGE OF SERVICE PROVIDER

- 22.1** Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by LECs (Local Exchange Carriers), CLCs, or their agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by LECs, CLCs, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by LECs, CLCs or their agents to Customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

- 22.2** Unauthorized Service Termination and Transfer (Slamming)

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

RULE 23 PRIVACY

- 23.1** The release by the Carrier of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. In compliance with the statutes and regulations, the Company requires a Customer's written consent before it will release to third parties information regarding the Customer's calling patterns, telephone numbers called, credit or other financial information, the services purchased by residential Customers from either the Company or information service providers that are not affiliated with the Carrier, and demographic information which is disaggregated sufficiently to permit identification of the individual Customer.

- 23.2** Furthermore, the Carrier may have occasion to sell or license lists of its residential Customers. In the event that the Carrier does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.

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RULES (Continued)**RULE 23 PRIVACY (Continued)**

23.3 Notwithstanding the above, there are instances where the Carrier 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 Carrier 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 CPUC 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 to the CPUC in response to orders regarding the provision of services over the Carrier's facilities by parties other than the Carrier. In addition, except for Customers subscribing to non-published number, the Carrier will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Carrier may provide the names and addresses of customers subscribing to Lifeline Service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

23.4 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.

Appendix B

Release of Credit Information 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; non-published 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.

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RULES (Continued)**RULE 23 PRIVACY (Continued)****23.4 (Continued)****B. Release of Subscriber Credit Information and Calling Records**

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

1. Upon receipt of a search warrant obtained pursuant to California or federal law; or
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.
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 or 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 the 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.

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Competitive Local Carrier

RULES (Continued)

RULE 23 PRIVACY (Continued)

23.4 (Continued)

D. Deferral of Notification (Continued)

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 impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant, or if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with C. above.

E. Exception for Procedure for Release or 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 subscriber's account or is an independent telephone company or Bell 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.

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RULES (Continued)**RULE 24 NON-PUBLISHED SERVICE; RELEASE OF INFORMATION**

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

Appendix A

- A. Definition of Non-Published Service: Upon a Customer's request, Customer's name, address, and telephone number are not listed in any telephone directory, street address directory, or in the Directory Assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of non-published information.
- B. Agencies Authorized to Receive Information
1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
 2. An agency of the federal government which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - b. Prosecute violations of the criminal laws of the United States; or
 - c. Enforce civil sanctions which are ancillary to criminal statutes; or
 - d. Conduct investigations into matters involving the national security of the United States; or
 - e. Protect federal or foreign officials;
 - f. Protect public health and safety; or
 - g. Conduct emergency rescue operation.

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Issued by
Donald R. Fowler
Director - Tariffs
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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Resolution No. _____

Competitive Local Carrier

RULES (Continued)

RULE 24 NON-PUBLISHED SERVICE; RELEASE OF INFORMATION (Continued)

B. Agencies Authorized to Receive Information (Continued)

3. Any public health agency of the state of California or of a city, county, or other local government.
4. County or city 911 projects.
5. State Fire Marshall and local fire departments or fire protection agencies.
6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

C. Procedure for Release of Non-Published Information to Authorized Agencies

1. A telephone utility shall only provide non-published information to persons within authorized agencies who are either:
 - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
 - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or a life-threatening situation; or
 - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2, preceding; or
 - d. Employees or a county or city 911 project when acting in an official capacity; or
 - e. Employees of an agency listed in B.5, preceding, when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

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RULES (Continued)**RULE 24 NON-PUBLISHED SERVICE; RELEASE OF INFORMATION (Continued)****C. Procedure for Release of Non-Published Information to Authorized Agencies.
(Continued)**

2. Non-published information shall be released by a telephone utility to an authorized agency upon the agency's written request, provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that non-published information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, non-published information. The written request for the non-published information must be signed by the head of the agency or by a previously designated person and the request must state that the non-published information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
3. Non-published information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided that the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that non-published information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, non-published information. The telephonic request for the non-published information must be made by the head of the agency or by one of the previously designated persons.

The non-published information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

D. Notification of Customer

1. The telephone utility shall not notify a Customer regarding the release of Customer's non-published information unless the Customer contacts the utility and specifically requests to know whether their non-published information has been released.
2. When a customer inquires of the utility whether their non-published information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of non-published information, the Customer will receive no communication from the utility.

Competitive Local Carrier

RULES (Continued)**RULE 24 NON-PUBLISHED SERVICE; RELEASE OF INFORMATION (Continued)****D. Notification of Customer (Continued)**

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

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

E. Exception for Health Officers

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

F. Release of Information to Interexchange Carriers

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

G. Retention of Records

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

H. Unsolicited Telephone Efforts

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

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Competitive Local Carrier

RULES (Continued)

(P)

(D)

(P) Pending approval of Advice Letter 418

Advice Letter No. 419

Decision No. 0709018

Issued by
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RULES (Continued)

(D)

(P)

(P) Pending approval of Advice Letter 418

Advice Letter No. 419

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Competitive Local Carrier

SAMPLE FORMS (Continued)**LIFELINE***Verizon Logo*

(T)

The Universal Lifeline Telephone Service (ULTS) is a statewide program that ensures low income households have access to basic telephone service at a fixed and affordable rate. The ULTS program is also referred to as Lifeline.

Lifeline Eligibility Requirements

To receive Lifeline, you must meet these three requirements the California Public Utilities Commission has established.

1. You must have only one residential telephone number in your home, and that home must be your primary residence.
2. Your total household income* may not exceed the maximum annual income, depending on your household size, as indicated below:

<u>Household Size</u>	<u>Maximum Annual Income</u>
1-2 persons	\$17,750
3	20,910
4	25,090

Each additional member \$4,180

3. You are not listed as a dependent on another person's tax return.

*Total Household Income - All revenues from all household members, from whatever source derived, whether taxable or non-taxable, including but not limited to: wages, salaries, interest, dividends, spousal support and child support payments, public assistance payments, social security and pensions, rental income, income from self-employment, and all employment-related non-cash income. Income from self-employment is defined as the net business income shown on Internal Revenue Service Form 1040, Schedule C, line 29 ("Line 29"). A net loss shown on Line 29 should not be subtracted from the income used to determine eligibility for the ULTS program.

Verizon Select Services Inc. may verify your eligibility to participate in the ULTS program. If the verification establishes that you are ineligible, you will be removed from the program and may be billed for previous discounts which you should not have received.

(T)

If you are eligible, please complete and return the entire form in the envelope provided.

I hereby apply for ULTS service and certify that I meet the above qualifications. I understand that I may be required to verify that I meet the qualifications. I also understand that I must certify my eligibility annually.

Name: _____

Phone: _____

Signature: _____

Date: _____

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Competitive Local Carrier

SAMPLE FORMS (Continued)

LIFELINE

LOGO: [VERIZON SELECT SERVICES INC.]

(T)

Dear Sample A. Sample,

We'd like to thank you for continuing to be a GTE Unlimited customer of Verizon Select Services Inc. We hope you're enjoying the convenience of getting the phone services you need from one company for one low flat monthly rate.

(T)

Our records show that you are currently receiving government-sponsored Universal Lifeline Telephone Service. Once a year, the California Public Utility Commission adjusts the income eligibility levels for the ULTS (or Lifeline) program. This letter is to inform you of those new income levels.

In order for us to continue providing ULTS service to you, we need to confirm that you are still eligible to receive this government-sponsored program by doing the following:

- Please read the information on the following page, specifically the adjusted income eligibility levels and the revised definition of household income.
- If you are still eligible for ULTS service, complete the form and return it to us in the enclosed postage-paid envelope by (date).

But please don't delay. If we don't receive your completed form by this date, we are required to charge normal retail rates for your telephone service, which may increase your bill by as much as \$15 a month.

Please note, even if you have previously completed an eligibility form, an updated form that confirms your eligibility under the revised income levels is required.

Your satisfaction is our top priority. By informing us of your continued eligibility for the ULTS program we'll be able to continue providing you with the high quality telephone service you've come to expect from GTE Unlimited Service. If you have any questions, please feel free to call us at 1-888-RING-GTE (1-888-746-4483). We're at your service 24 hours a day, 7 days a week.

Again, thank you for choosing GTE Unlimited Service.

Sincerely,

Manager, Customer Billing

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VERIZON SELECT SERVICES INC.

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Tariff CLC No. 2

Competitive Local Carrier

SAMPLE FORMS (Continued)

LIFELINE

SAMPLE A. SAMPLE)
(0000 ANYSTREET)
(ANYTOWN, USA 12345)

Dear Sample A. Sample,

We'd like to thank you for choosing GTE UnlimitedSM Service from Verizon Select Services Inc.. We hope (T)
you're enjoying the convenience of getting the phone services you need from one company for one low flat
monthly rate.

The California Public Utilities Commission requires GTE to annually inform its residential customers of the
availability of Universal Lifeline Telephone Service (ULTS). ULTS is a statewide program that ensures that low
income households have access to basic telephone service at a fixed affordable rate.

Please read the information on the following page, specifically the adjusted income eligibility levels and
household income definition. If you are now eligible for ULTS service, complete the form and return it to us in
the enclosed envelope. After we receive your signed eligibility form, we will change your service to the
appropriate ULTS rate. Please allow 4-6 weeks for processing.

Your satisfaction is our top priority. By informing us of your eligibility for the ULTS program, you're helping us
provide you with the calling service that best fits your needs. If you have any questions, please feel free to call
us at 1-800-RING-GTE (1-800-746-4483). We're at your service 24 hours a day, 7 days a week.

Again, thank you for continuing to choose GTE Unlimited Service.

Sincerely,

Manager, Customer Billing

Advice Letter No. 238-A

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