

COMPETITIVE RESPONSE

TABLE OF CONTENTS

	<u>Sheet</u>	
I. Voice Discount Plan Offer	2	
II. Reserved for Future Use	3	(C)
III. Reserved for Future Use	4	
IV. Business Customer Acquisition/Save/Winback Offer	5	

COMPETITIVE RESPONSE

TABLE OF CONTENTS

	<u>Sheet</u>	
I. Voice Discount Plan Offer	2	
II. Residence Retention and Reconnect Offer	3	
III. Reserved for Future Use	4	(C)
IV. Business Customer Acquisition/Save/Winback Offer	5	(N)

COMPETITIVE RESPONSE

TABLE OF CONTENTS

	<u>Sheet</u>	
I. Voice Discount Plan Offer	2	
II. Residence Retention and Reconnect Offer	3	
III. Business Direct Bill Credit	4	(N)

COMPETITIVE RESPONSE

TABLE OF CONTENTS

	<u>Sheet</u>	
I. Voice Discount Plan Offer	2	(T)
II. Residence Retention and Reconnect Offer	3	

Effective: December 1, 2008

COMPETITIVE RESPONSE

TABLE OF CONTENTS

	<u>Sheet</u>
I. Regional Value and Regional Essentials Incentive Offer.....	2
II. Residence Retention and Reconnect Offer.....	3

COMPETITIVE RESPONSE

I. Voice Discount Plan

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider, or c) establish dial tone service with Verizon California. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity, or customers who contact Verizon citing competitor's offers or otherwise indicate potential future disconnection based on price considerations will also be eligible for this offer.

Customers that have, or will be purchasing, Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

Conditions

- 1) Qualifying customers on the initial term of this offer, and who have or agree to purchase Regional Value, will receive a credit on their Verizon California bill of \$32.05 per month for twenty-four months. After the initial term expires the credit will be \$25.05 (C)
(C)
- 2) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan² will receive a credit on their Verizon California bill of:
 - a) \$18.00 per month for subscribers on a month-to-month renewal of this offer, except those who had an existing package³ will receive a \$13.00 per month discount. (T)
(T)
 - b) \$25.00 per month for twenty-four months for subscribers on the initial term of this offer, except existing package³ subscribers will receive a \$20.00 per month discount. (C)
(C)
(D)
(D)
- 3) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of:
 - a) \$10.00 per month for subscribers on a month-to-month renewal of this offer, except those who had an existing package³ will receive a \$5.00 discount.
 - b) \$17.00 per month for twenty-four months for subscribers on the initial term of this offer, except existing package³ subscribers will receive a \$12.00 discount. (C)
(C)
(D)
(D)

- ¹ To be implemented on a full bill period basis on or after March 21, 2015. (C)
- ² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.
- ³ Customers who prior to taking this offer had an existing package: Local Package, Local Package Extra, Local Package Lite, Local Package Elite, Regional Package Unlimited, Regional Value and Regional Essentials.

COMPETITIVE RESPONSE

I. Voice Discount Plan

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider, or c) establish dial tone service with Verizon California. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity, or customers who contact Verizon citing competitor's offers or otherwise indicate potential future disconnection based on price considerations will also be eligible for this offer.

Customers that have, or will be purchasing, Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

Conditions

- 1) Qualifying customers with this offer as of July 19, 2013, still on their initial term, and have Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$35.05¹ per month until the expiration of their twenty-four (24) month initial term. Qualifying customers purchasing this offer on or after July 20, 2013 will receive a credit of \$30.05 per month for twenty-four months. After the initial term expires the credit will be \$25.05 (C)
(C)
(D)
(D)
 - 2) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan² will receive a credit on their Verizon California bill of: (T)
 - a) \$18.00 per month for subscribers on a month-to-month renewal of this offer, except those who had existing package³ will receive a \$13.00 discount. (D)
(C)
 - b) For subscribers with this offer as of July 19, 2013 and still on their initial term, \$28.00 until the expiration of their twenty-four (24) months initial term, except existing package³ subscribers will receive a \$23.00 discount. (C)
 - c) Qualifying customers purchasing this offer on or after July 20, 2013, will receive a credit of \$23.00 per month for twenty-four months, except existing package³ subscribers will receive an \$18.00 discount. (N)
(N)
 - 3) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of: (T)
 - a) \$10.00 per month for subscribers on a month-to-month renewal of this offer, except those who had an existing package³ will receive a \$5.00 discount. (D)
(C)
 - b) For subscribers with this offer as of July 19, 2013, and still on their initial term, \$20.00 until the expiration of their twenty-four (24) month initial term, except existing package³ subscribers will receive a \$15.00 discount. (C)
 - c) Qualifying customers purchasing this offer on or after July 20, 2013 will receive a credit of \$15.00 per month for twenty-four months, except existing package⁴ subscribers will receive a \$10.00 discount. (N)
(N)
- ¹ To be implemented on a full bill period basis on or after July 20, 2013. (C)
- ² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide. (D)
(D)
- ³ Customers who prior to taking this offer had an existing package: Local Package, Local Package Extra, Local Package Lite, Local Package Elite, Regional Package Unlimited, Regional Value and Regional Essentials. (C)

COMPETITIVE RESPONSE

I. Voice Discount Plan

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider, or c) establish dial tone service with Verizon California. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity, or customers who contact Verizon citing competitor's offers or otherwise indicate potential future disconnection based on price considerations will also be eligible for this offer.

Customers that have, or will be purchasing, Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

Conditions

- 1) Qualifying customers on the initial term of this offer who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$30.05¹ per month for twenty-four (24) months. After the initial term expires the credit will become \$25.05 (C)
(I)
(C)
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan² as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months³.
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan² will receive a credit on their Verizon California bill of:
 - a) \$23.00¹ per month for twenty-four (24) months-subscribers on or before 3/5/2010.
 - b) \$18.00 per month for twenty-four (24) months-subscribers between March 6, 2010 through July 13, 2012, except existing package⁴ subscribers will receive a \$13.00 discount. (C)
(C)
 - c) For subscribers on their initial term as of July 14, 2012 or thereafter, \$23.00 for twenty-four (24) months, except package subscribers will receive an \$18.00 discount. After the initial term expires, the discounts will become \$18.00 and \$13.00 respectively. (N)
|
(N)
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan¹ will receive a credit on their Verizon California bill of:
 - a) \$15.00 per month for twenty-four (24) months-subscribers on or before 3/5/2010.
 - b) \$10.00 per month for twenty-four (24) months-subscribers between March 6, 2010 through July 13, 2012, except existing package⁴ subscribers will receive a \$5.00 discount. (C)
(C)
 - c) For subscribers on their initial term as of July 14, 2012 or thereafter, \$15.00 for twenty-four (24) months, except package subscribers will receive a \$10.00 discount. After the initial term expires, the discounts will become \$10.00 and \$5.00 respectively. (N)
|
(N)

(L)

- ¹ To be implemented on a full bill period basis on or after November 1, 2009.
- ² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.
- ³ Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term.
- ⁴ Consists of Local Package, Local Package Extra, Local Package Lite, Local Package Elite, Regional Package Unlimited, Regional Value and Regional Essentials.

(L) Material relocated to Sheet 2.1.

(N)

COMPETITIVE RESPONSE

I. Voice Discount Plan

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider, or c) establish dial tone service with Verizon California. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity, or customers who contact Verizon citing competitor's offers or otherwise indicate potential future disconnection based on price considerations will also be eligible for this offer.

Customers that have, or will be purchasing, Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer. (N)

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$25.05¹ per month for twenty-four (24) months.
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ² as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months³.
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ² will receive a credit on their Verizon California bill of:
 - a) \$23.00¹ per month for twenty-four (24) months-subscribers on or before 3/5/2010
 - b) \$18.00 per month for twenty-four (24) months-subscribers on or after 3/6/2010, except existing package⁴ subscribers will receive a \$13.00 discount.
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of:
 - a) \$15.00 per month for twenty-four (24) months-subscribers on or before 3/5/2010
 - b) \$10.00 per month for twenty-four (24) months-subscribers on or after 3/6/2010, except existing package⁴ subscribers will receive a \$5.00 discount.
- 5) Customers who subscribed to the Voice Discount Plan Offer prior to April 1, 2007 may receive the month-to-month discount listed below upon expiration of their initial 24-month discount:²

a) Regional Value	\$15.05 ¹
b) Regional Value with a long distance plan	20.00 ¹
c) Regional Essentials with a long distance plan	12.00
- 6) Customers who subscribed to the Voice Discount Plan Offer beginning April 1, 2007 or later upon expiration of their initial 24-month discount may continue to receive their existing discount on a month-to-month basis.

¹ To be implemented on a full bill period basis on or after November 1, 2009.

² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.

³ Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term.

⁴ Consists of Local Package, Local Package Extra, Local Package Lite, Local Package Elite, Regional Package Unlimited, Regional Value and Regional Essentials.

COMPETITIVE RESPONSE

I. Voice Discount Plan

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider, or c) establish dial tone service with Verizon California. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity, or customers who contact Verizon citing competitor's offers or otherwise indicate potential future disconnection based on price considerations will also be eligible for this offer. (N)
(N)

Customers that have Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$25.05¹ per month for twenty-four (24) months.
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ² as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months³.
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ² will receive a credit on their Verizon California bill of:
 - a) \$23.00¹ per month for twenty-four (24) months-subscribers on or before 3/5/2010 (N)
 - b) \$18.00 per month for twenty-four (24) months-subscribers on or after 3/6/2010, except existing package⁴ subscribers will receive a \$13.00 discount. (N)
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of:
 - a) \$15.00 per month for twenty-four (24) months-subscribers on or before 3/5/2010 (N)
 - b) \$10.00 per month for twenty-four (24) months-subscribers on or after 3/6/2010, except existing package⁴ subscribers will receive a \$5.00 discount. (N)
- 5) Customers who subscribed to the Voice Discount Plan Offer prior to April 1, 2007 may receive the month-to-month discount listed below upon expiration of their initial 24-month discount:²
 - a) Regional Value \$15.05¹
 - b) Regional Value with a long distance plan 20.00¹
 - c) Regional Essentials with a long distance plan 12.00
- 6) Customers who subscribed to the Voice Discount Plan Offer beginning April 1, 2007 or later upon expiration of their initial 24-month discount may continue to receive their existing discount on a month-to-month basis. (C)

¹ To be implemented on a full bill period basis on or after November 1, 2009. (D)

² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide. (N)

³ Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term. (D)

⁴ Consists of Local Package, Local Package Extra, Local Package Lite, Local Package Elite, Regional Package Unlimited, Regional Value and Regional Essentials. (N)
(N)

COMPETITIVE RESPONSE

I. Voice Discount Plan (T)

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity, or customers who contact Verizon citing competitor's offers or otherwise indicate potential future disconnection based on price considerations will also be eligible for this offer. (N)

Customers that have Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer. (N)

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$25.05¹ per month for twenty-four (24) months.
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ² as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months³.
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ² will receive a credit on their Verizon California bill of \$23.00¹ per month for twenty-four (24) months.
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$15.00 per month for twenty-four (24) months.
- 5) Customers who subscribed to the Voice Discount Plan Offer prior to April 1, 2007 may receive the month-to-month discount listed below upon expiration of their initial 24-month discount:² (T)

a) Regional Value	\$15.05 ¹
b) Regional Value with a long distance plan	20.00 ¹
c) Regional Essentials with a long distance plan	12.00
- 6) Customers who subscribed to the Voice Discount Plan Offer beginning April 1, 2007 or later may receive the month-to-month discount listed below upon expiration of their initial 24-month discount. (T)

a) Regional Value	\$25.05 ¹
b) Regional Essentials ³	22.05
c) Regional Value with a long distance plan	23.00 ¹
d) Regional Essentials with a long distance plan	15.00

¹ To be implemented on a full bill period basis on or after November 1, 2009.

² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.

³ Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term.

COMPETITIVE RESPONSE

I. Regional Value and Regional Essentials Incentive Offer

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity will also be eligible for this offer.

Customers that have Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$25.05¹ per month for twenty-four (24) months. (I)
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ² as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months³. (T)
(T)
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ² will receive a credit on their Verizon California bill of \$23.00¹ per month for twenty-four (24) months. (T)(I)
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$15.00 per month for twenty-four (24) months.
- 5) Customers who subscribed to the Regional Value and Regional Essentials Incentive Offer prior to April 1, 2007 may receive the month-to-month discount listed below upon expiration of their initial 24-month discount:² (T)

a) Regional Value	\$15.05 ¹	(I)
b) Regional Value with a long distance plan	20.00 ¹	(I)
c) Regional Essentials with a long distance plan	12.00	
- 6) Customers who subscribed to the Regional Value and Regional Essentials Incentive Offer beginning April 1, 2007 or later may receive the month-to-month discount listed below upon expiration of their initial 24-month discount.

a) Regional Value	\$25.05 ¹	(I)
b) Regional Essentials ³	22.05	
c) Regional Value with a long distance plan	23.00 ¹	(I)
d) Regional Essentials with a long distance plan	15.00	

¹ To be implemented on a full bill period basis on or after November 1, 2009. (N)

² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide. (T)

³ Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term. (T)

COMPETITIVE RESPONSE

I. Regional Value and Regional Essentials Incentive Offer

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity will also be eligible for this offer.

Customers that have Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months.
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ¹ as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months².
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$20.00 per month for twenty-four (24) months.
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$15.00 per month for twenty-four (24) months.

- 5) Customers who subscribed to the Regional Value and Regional Essentials Incentive Offer prior to April 1, 2007 may receive the month-to-month discount listed below upon expiration of their initial 24-month discount:¹

a) Regional Value	\$12.05
b) Regional Value with a long distance plan	17.00
c) Regional Essentials with a long distance plan	12.00

- 6) Customers who subscribed to the Regional Value and Regional Essentials Incentive Offer beginning April 1, 2007 or later may receive the month-to-month discount listed below upon expiration of their initial 24-month discount.

a) Regional Value	\$22.05
b) Regional Essentials ²	22.05
c) Regional Value with a long distance plan	20.00
d) Regional Essentials with a long distance plan	15.00

- ¹ Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.
- ² Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term.

(L) Material formerly on this page now appears on Original Sheet 2.1.

(N)
(T)

(L)(N)
(N)

(L)

(N)

COMPETITIVE RESPONSE

I. Regional Value and Regional Essentials Incentive Offer

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity will also be eligible for this offer.

Customers that have Verizon Online high speed internet service or FiOS® Internet service but no local service from Verizon California and accept this offer in response to a direct mailing, advertising, or other Verizon marketing activity will also be eligible for this offer.

(N)
|
(N)

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months.
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ¹ as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months².
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$20.00 per month for twenty-four (24) months.
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$15.00 per month for twenty-four (24) months.
- 5) Customers who subscribed to the Regional Value and Regional Essentials Incentive Offer may receive an additional 12-month discount as listed below upon expiration of their initial 24-month discount:¹

a) Regional Value	\$12.05
b) Regional Value with a long distance plan	17.00
c) Regional Essentials with a long distance plan	12.00

(N)
|
(N)

This offer is not available to employees of Verizon.

The applicable discount will expire twenty-four (24) months from the date it is implemented on a customer's account, unless at Verizon's discretion, it is continued past the twenty-four (24) month period.

This offer is not transferable or redeemable for cash.

This offer may not be combined with any other discount or promotion except as authorized by Verizon California. It is limited to one promotional offer per customer line, not to exceed two lines billed on the same bill.

If, prior to the end of the 24-month term, the customer removes the qualifying product from their account, the customer will lose the associated discount. Customers subscribing to (2) above must retain at least one other line on their account with Regional Essentials in order to remain eligible for the monthly credit offered therein.

- ¹ Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.
- ² Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term.

COMPETITIVE RESPONSE

I. Regional Value and Regional Essentials Incentive Offer

General

An incentive for customers to a) remain with the Company's local exchange service when they indicate that they intend to disconnect their Verizon primary or additional lines, or, b) change to Verizon CA for local service from another service provider. In addition, customers who have changed their local service from another provider to Verizon, having initiated local service with Verizon within the past 30 days, and specifically request these rates in response to direct mailings, advertising or other Verizon marketing activity will also be eligible for this offer.

(T)
|
(T)

Conditions

- 1) Qualifying customers who have or agree to purchase Regional Value not bundled with a qualifying unlimited long distance calling plan will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months.
- 2) Qualifying customers who agree to purchase Regional Essentials not bundled with a qualifying unlimited long distance calling plan ¹ as an additional line on the same account as their primary line will receive a credit on their Verizon California bill of \$22.05 per month for twenty-four (24) months².
- 3) Qualifying customers who have or agree to purchase Regional Value bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$20.00 per month for twenty-four (24) months.
- 4) Qualifying customers who have or agree to purchase Regional Essentials bundled with a qualifying unlimited long distance calling plan ¹ will receive a credit on their Verizon California bill of \$15.00 per month for twenty-four (24) months.

This offer is not available to employees of Verizon.

The applicable discount will expire twenty-four (24) months from the date it is implemented on a customer's account, unless at Verizon's discretion, it is continued past the twenty-four (24) month period.

This offer is not transferable or redeemable for cash.

This offer may not be combined with any other discount or promotion except as authorized by Verizon California. It is limited to one promotional offer per customer line, not to exceed two lines billed on the same bill.

If, prior to the end of the 24-month term, the customer removes the qualifying product from their account, the customer will lose the associated discount. Customers subscribing to (2) above must retain at least one other line on their account with Regional Essentials in order to remain eligible for the monthly credit offered therein.

¹ Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.

² Effective September 15, 2008, the Regional Essentials discount offer described in Conditions, 2), will no longer be offered for purchase but will remain valid for existing customers through the end of their 24-month term.

COMPETITIVE RESPONSE

I. Voice Discount Plan Offer (Continued)

Conditions (Continued)

(D)

|

(D)

This offer is not available to employees of Verizon.

After the initial twenty-four (24) month term, customers will automatically renew at the renewal rates specified herein on a month-to-month basis.

This offer is not transferable or redeemable for cash.

This offer may not be combined with any other discount or promotion except as authorized by Verizon California. It is limited to one promotional offer per customer line, not to exceed two lines billed on the same bill.

If, prior to the end of the 24-month term, the customer removes the qualifying product from their account, the customer will lose the associated discount.

(C)

(D)

(D)

|

(D)

COMPETITIVE RESPONSE

I. Voice Discount Plan Offer (Continued)

Conditions (Continued)

(N)

- 5) Customers who subscribed to the Voice Discount Plan Offer prior to April 1, 2007 may receive the month-to-month discount listed below upon expiration of their initial 24-month discount:²

(L)

- | | |
|--|----------------------|
| a) Regional Value | \$15.05 ¹ |
| b) Regional Value with a long distance plan | 20.00 ¹ |
| c) Regional Essentials with a long distance plan | 12.00 |

- 6) Customers who subscribed to the Voice Discount Plan Offer beginning April 1, 2007 or later upon expiration of their initial 24-month discount may continue to receive their existing discount on a month-to-month basis.³

(L)(T)

This offer is not available to employees of Verizon.

After the initial twenty-four (24) month term, customers will automatically renew at the renewal rates specified herein on a month-to-month basis.

This offer is not transferable or redeemable for cash.

This offer may not be combined with any other discount or promotion except as authorized by Verizon California. It is limited to one promotional offer per customer line, not to exceed two lines billed on the same bill.

If, prior to the end of the 24-month term, the customer removes the qualifying product from their account, the customer will lose the associated discount. Customers subscribing to (2) above must retain at least one other line on their account with Regional Essentials in order to remain eligible for the monthly credit offered therein.

¹ To be implemented on a full bill period basis on or after November 1, 2009.

(N)

² Qualifying unlimited long distance calling plans must be consistent with the Plan O Service – Unlimited rates terms and conditions as found in the Bell Atlantic Communications, Inc., D/B/A Verizon Long Distance Product Guide.

³ This offer is not valid for subscribers whose initial term expires on or after July 14, 2012.

(N)

(L) Material relocated from Sheet 2.

(N)

COMPETITIVE RESPONSE

I. Voice Discount Plan Offer (Continued) (T)

This offer is not available to employees of Verizon.

After the initial twenty-four (24) month term, customers will automatically renew at the renewal rates specified herein on a month-to-month basis.

This offer is not transferable or redeemable for cash.

This offer may not be combined with any other discount or promotion except as authorized by Verizon California. It is limited to one promotional offer per customer line, not to exceed two lines billed on the same bill.

If, prior to the end of the 24-month term, the customer removes the qualifying product from their account, the customer will lose the associated discount. Customers subscribing to (2) above must retain at least one other line on their account with Regional Essentials in order to remain eligible for the monthly credit offered therein.

Effective: April 1, 2009

COMPETITIVE RESPONSE

I. Regional Value and Regional Essentials Incentive Offer (Continued)

This offer is not available to employees of Verizon.

(L)

After the initial twenty-four (24) month term, customers will automatically renew at the renewal rates specified herein on a month-to-month basis.

(T)
(T)

This offer is not transferable or redeemable for cash.

This offer may not be combined with any other discount or promotion except as authorized by Verizon California. It is limited to one promotional offer per customer line, not to exceed two lines billed on the same bill.

If, prior to the end of the 24-month term, the customer removes the qualifying product from their account, the customer will lose the associated discount. Customers subscribing to (2) above must retain at least one other line on their account with Regional Essentials in order to remain eligible for the monthly credit offered therein.

(L)

COMPETITIVE RESPONSE

II. Reserved for Future Use

(C)

(D)

(D)

Effective: December 1, 2008

COMPETITIVE RESPONSE

II. Residence Retention and Reconnect Offer

General

The Residence Retention and Reconnect Offer provides a one-time incentive of either \$25 or \$50 to residence customers for the purpose of retaining their local service with Verizon or changing their local service from another provider to Verizon. The incentives may be provided in the form of a bill credit or gift card.

Conditions

Customers are eligible for the \$50 offer if they are responding to a Verizon marketing letter offering this benefit that was sent after their disconnection request.

The offers are not redeemable for cash and may not be used to satisfy delinquent balances owed to Verizon or any Verizon affiliate. Bill credit offers mailed to customers must be redeemed prior to the expiration date specified in the mailing.

This offer is limited to one per customer and cannot be combined with other offers except as authorized by Verizon.

COMPETITIVE RESPONSE

III. Reserved for Future Use

(C)

(D)

(D)

COMPETITIVE RESPONSE

III. Business Direct Bill Credit

General

Business Direct Bill Credit provides a monthly discount to business customers who agree not to disconnect service, or who agree to migrate lines served by copper facilities to fiber facilities at Verizon's suggestion. The Business Direct Bill Credit is available to customers (i) who call the Company to disconnect at least one business exchange access line or CentraNet line and subsequently agree to maintain the service, or agree to migrate lines served by copper facilities to fiber facilities at Verizon's suggestion, and (ii) agree to maintain a certain amount of total monthly billed revenue on an account basis.

Conditions

The total monthly billed revenue used to determine the amount of the Business Direct Bill Credit is based on a three-month total billed account revenue average.

The Business Direct Billed Credit will apply per account from the date it is implemented on the customer's account and will continue for a maximum of 12 months.

Customers will not automatically be enrolled in this offering. The Business Direct Bill Credit will be provided to qualifying customers only upon customer request or upon customer acceptance of a suggestion, recommendation, or offer of the discount made by Verizon.

Customers are limited to one (1) discount only and cannot combine discounts.

Eligible customers do not include customers who are disconnecting their service through the Verizon website or customers disconnecting service as a result of a move outside of or within the Verizon serving territory, or disconnecting as a result of death of the customer.

The Business Direct Bill Credit total monthly billed revenue thresholds and associated monthly credits are as follows:

<u>Total Monthly Billed Revenue</u>	<u>Maximum Monthly Credit Per Account</u>
\$25.00 to \$49.99	\$5.00
\$50.00 to \$159.99	\$20.00
\$160.00 to \$419.99	\$60.00
\$420.00 or more	\$80.00

(N)

Effective: January 15, 2011

COMPETITIVE RESPONSE

III. Business Direct Bill Credit

General

Business Direct Bill Credit provides a monthly discount to business customers who agree not to disconnect service. The Business Direct Bill Credit is available to customers (i) who call the Company to disconnect at least one business exchange access line or CentraNet line and subsequently agree to maintain the service, and (ii) agree to maintain a certain amount of total monthly billed revenue on an account basis.

Conditions

The total monthly billed revenue used to determine the amount of the Business Direct Bill Credit is based on a three-month total billed account revenue average.

The Business Direct Billed Credit will apply per account from the date it is implemented on the customer's account and will continue for a maximum of 12 months.

Customers will not automatically be enrolled in this offering. The Business Direct Bill Credit will be provided to qualifying customers only upon customer request or upon customer acceptance of a suggestion, recommendation, or offer of the discount made by Verizon.

Customers are limited to one (1) discount only and cannot combine discounts.

Eligible customers do not include customers who are disconnecting their service through the Verizon website or customers disconnecting service as a result of a move outside of or within the Verizon serving territory, or disconnecting as a result of death of the customer.

The Business Direct Bill Credit total monthly billed revenue thresholds and associated monthly credits are as follows:

<u>Total Monthly Billed Revenue</u>	<u>Maximum Monthly Credit Per Account</u>
\$25.00 to \$49.99	\$5.00
\$50.00 to \$159.99	\$20.00
\$160.00 to \$419.99	\$60.00
\$420.00 or more	\$80.00

(N)

(N)

Effective: February 12, 2014

COMPETITIVE RESPONSE

IV. Business Customer Acquisition/Save/Winback Offer

(N)

General

As dictated by competitive market conditions, Verizon may make various offers to business customers to attract, retain, or reacquire them as Verizon local exchange customers.

Regulations

1. Qualified customers are new, existing, or former business customers who cite a competitive offer or are contemplating disconnecting their Verizon service but agree to retain their Verizon local exchange service; or as a direct result of Verizon's outbound telemarketing, direct mail campaigns, or other marketing campaigns, change their local service provider back to Verizon; or as a direct result of Verizon's outbound telemarketing, direct mail campaigns, or other marketing campaigns, subscribe to Verizon local exchange service.
2. Qualified customers may be offered credits, discounts, gift certificates, or other items of equivalent monetary value. No customer will receive a credit, discount, gift certificate, or other items of equivalent monetary value that results in a price lower than the incremental cost of the subscribed services.
3. Qualified Verizon business customers must have annual Verizon local exchange service billing of less than \$25,000 per year.
4. Qualified customers may be offered credits, discounts, gift certificates, or other items of equivalent monetary value equal to a discount not to exceed 40% of the customer's local exchange service spend level. No individual customer will receive any combination of discounts worth more than 40% of their local exchange service spending level during any consecutive 12-month period.

(N)