

Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 2-T
Original Title Sheet

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Tariff Schedule
Applicable to
Interexchange Telecommunications Services
within
The State of California
issued by

ACCESS ONE, INC.
U-6104-C

Applying to Interexchange Telecommunications Services
Between Points in the State of California and
Containing the Rates, Rules, and Regulations Governing Service
provided by Access One, Inc.

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 2-T
Original Sheet No. 2

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

TARIFF CHECKING SHEET (continued)

41	Original
42	Original
43	Original
44	Original
45	Original
46	Original

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

TABLE OF CONTENTS

GENERAL INFORMATION

Sheet No.

Title Sheet.....	Title
Tariff Checking Sheet.....	1
Table of Contents	3
Preliminary Statement.....	5
Explanation of Symbols.....	5
Service Area Map.....	6
Applicability	7
Territory	7
Service Rates and Charges.....	8
Taxes and Surcharges	9

RULES AND REGULATIONS

Rule 1 - Definitions	10
Rule 2 - Description of Service	11
Rule 3 - Customer Application for Service.....	12
Rule 4 - Contracts or Agreements.....	13
Rule 5 - Special Information Required on Forms	14
Rule 6 - Establishment and Reestablishment of Credit	15
Rule 7 - Deposits	15
Rule 8 - Notices	16
Rule 9 - Rendering & Payment of Bills	18
Rule 10 - Disputed Bills	19
Rule 11 - Discontinuance and Restoration of Service	20
Rule 12 - Information to be Provided to the Public	23
Rule 13 - Temporary Service.....	23
Rule 14 - Continuity of Service and Credit Allowances	24
Rule 15 - Employee Service	26
Rule 16 - Limitation of Liability.....	27
Rule 17 - Responsibility of Customer.....	30
Rule 18 - Limitations of Service.....	30
Rule 19 - Deaf and Disabled Distribution Program Equipment.....	31
Rule 20 - 900 Blocking Access	31
Rule 21 - Privacy.....	31
Rule 22 - Change of Service Provider	32
Rule 23 - Directories	32
Rule 24 - Legal Requirements for Refusal or Discontinuance of Service.....	33
Rule 25 - Promotional Offerings	34
Rule 26 - Nonpublished Service.....	35
Rule 27 - Demarcation	38

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

TABLE OF CONTENTS (continued)

SECTION 3 – SAMPLE FORMS

3.1 Standard Service Order.....	39
3.2 Confirmation of Service Letter for Oral Agreements	40
3.3 Form Detailing the Availability of Universal Service to Residential Customers.....	41
3.4 Sample Deposit Receipt.....	42
3.5 Sample Bill	43
3.6 Notice to Discontinue Service for Non-Payment of Bill.....	44
3.7 Notice to Discontinue Service or Reason for Denial of Service for Failure to Establish Credit.....	45
3.8 Confirmation Form of Primary/Non-Primary Residential Line Service	46

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

PRELIMINARY STATEMENT

This Tariff contains all effective rates and rules together with information relating and applicable to Access One, Inc. ("Carrier" or "Company").

Carrier has been granted authority by the California Public Utilities Commission ("CPUC" or "Commission") to provide facilities-based and resold intrastate interexchange telecommunications on a statewide basis. Services are available 24 hours a day, seven days a week subject to availability of equipment and facilities.

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material, including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 2-T
Original Sheet No. 6

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

APPLICABILITY

This Tariff sets for the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate interexchange services by Access One, Inc. within the State of California.

TERRITORY

Telecommunications services are available for calls originating at any service location within the state and terminating at any point within the state.

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

SERVICE RATES AND CHARGES

(A) Intrastate Interexchange Telecommunications Service

1. IntraLATA T-1/Primary Rate Interface (PRI) Service

- | | | |
|----|--|---------|
| a. | LATA 730 (Los Angeles) Per-Minute Rates: | \$0.035 |
| b. | LATA 722 (San Francisco) Per-Minute Rates: | \$0.036 |

2. Calling Card Rates

Rate per minute:	\$0.22
Operator assistance surcharge per call:	\$0.75
Dialing instructions through operator per call:	\$0.75
Conference calling per minute:	\$0.40
Operator assistance surcharge during conference call per call:	\$1.50
Directory assistance per call:	\$1.25

3. Directory Assistance Rates

Rate per directory assistance query:	\$0.65
--------------------------------------	--------

4. Toll Free Rates

Rate per billing increment:	\$0.019
-----------------------------	---------

(B) Miscellaneous Charges

1. Return Check Charge

A \$25.00 Return Check Charge will be assessed if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2. Late Payment Charge

Interest charges of 1.5 percent per month may be assessed on all unpaid balances more than 30 days old.

3. Taxes and Surcharges

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including subscriber line charges, assessed in conjunction with service used.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

TAXES AND SURCHARGES

In addition to the charges specifically pertaining to Carrier's services, Customer will be billed and is responsible for payment of all applicable local, state, and federal taxes, surcharges and fees, in conjunction with services used. These surcharges, taxes, and fees are calculated based upon the amount billed to the end user for Carrier's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below.

CPUC Reimbursement Fee	0.11%
Universal Lifeline Telephone Service Surcharge (ULTS)	0.80%
California Relay Service and Communications Devices Fund	0.00%
California High Cost Fund - A (CHCF-A)	0.00%
California High Cost Fund - B (CHCF-B)	2.600%
California Teleconnect Fund (CTF)	0.185%

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

RULES

Rule 1 - Definitions

Application for Service - A standard order form which includes all pertinent billing, technical, and other description information which will enable Carrier to provide telecommunications services as required.

Authorization Code - A numerical code, one or more of which are assigned to Customer to enable Carrier to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Carrier - Access One, Inc. unless the context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Customer-Provided Equipment - Terminal equipment, as defined herein, provided by Customer.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

LATA (Local Access and Transport Area) - A group of telephone exchanges within which Federal Communications Commission rules allow local exchange carriers to carry toll telephone calls.

Major Rate Increases - Major rate increases are increases which are greater than those described below as "Minor Rate Increases".

Minor Rate Increases - Minor rate increases are those which are both less than 1% of the Carrier's total California intrastate revenues and less than 5% of the affected service's rates. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a major increase.

Night - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this tariff shall include only the State of California.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 2 - Description of Service

Intrastate interexchange services consist of any of the services offered pursuant to this Tariff. The Company is responsible under this Tariff only for the services and facilities provided hereunder and it assumes no responsibility for any service provided by any other entity. Service is available 24 hours per day, seven days per week, and is subject to the availability of necessary service, equipment, and facilities.

The Company offers the following services to business customers:

Intrastate Switched Telecommunications Service

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

Calling Card Service

Calling Card Service allows Customers to have a call billed to a specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call. This service includes a conference calling feature which provides telephone line connections that allow communications between two or as many as 47 persons during a telephone call.

Directory Assistance Service

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

Toll Free Service

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 3 - Customer Application for Service

(A) Service is installed by arrangement between Access One, Inc. and the Customer:

1. Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required. In order to initiate service, the Customer must provide the following information: the name(s) and address(es) of the person(s) responsible for the payment of service charges; and the name(s), telephone number(s), and address(es) of the Customer's contact person(s).
2. During the initial contact all applicants for residential service will be given information regarding the Universal Lifeline program and its availability.
3. Service may be initiated based on a written or oral agreement between the Carrier and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges that will appear on the Customer's first bill. If the agreement is oral, within 10 days of initiating the service order, the Carrier will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter will be in a language other than English if the sale was in another language. Within 10 days of initiating service, Carrier shall state in writing for all new customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.
4. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or where the necessary facilities or equipment are not available.
5. The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
6. All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
7. Potential Customers who are denied service for failure to establish credit as described in Rule 7 of this Tariff must be given the reason for the denial in writing within 10 days of service denial.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 3 - Customer Application for Service (continued)

(B) Customer Cancellation:

If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

Rule 4 - Contracts or Agreements

Contracts will only be used in special circumstances for Individual Case Basis (AICB") service offerings. In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates, taking into account such factors as the nature and cost of the facilities and services, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. ICB arrangements will be filed in accordance with G.O. 96-A.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 5 - Special Information Required on Forms

(A) Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will include a toll-free number for billing inquiries and an address where the Customer may write to the Company. If Carrier uses a billing agent, the bill will also include the name of the billing agent it uses. The bill will include the following information:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company, then the bill will include a toll-free number for service or billing inquiries.

Additionally, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from Access One, Inc. 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. 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 the CLC pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the review to the parties and inform you or your recourse to pursue the matter further with the Commission."

(B) Deposit Receipts

Carrier does not require deposits from Customers.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 6 - Establishment and Reestablishment of Credit

Not applicable.

Rule 7 - Deposits

Carrier does not require deposits. With respect to Customers for whom Carrier deems an advance payment necessary, Carrier reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. The estimated charges will not include amounts associated with usage. Carrier will credit an advance payment on the Customer's first bill issued following receipt of the advance payment. An advance payment will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 8 - Notices

(A) Notice by the Company:

Any notice Carrier may give to Customer will be by written notice mailed to Customer's billing address or to such address as may be subsequently given by Customer to Carrier. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

(B) Notice by the Company regarding Rate Information:

1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to customers and postmarked at least 30 days prior to the effective date of the change, and a copy of such notice (as mailed) shall be attached to the advice letter. No Customer notice (other than a Tariff revision filed with the CPUC) shall be required for minor rate increases or rate decreases. Customers shall be advised of optional service plans in writing as they become available. In addition, customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
2. When the Company provides information to a Customer which is allegedly in violation of its tariffs, the Customer shall have the right to bring a complaint against the Company.

(C) Notice regarding Discontinuance of Service:

1. Notice by Customers:

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written. Cancellation of service by the Customer may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically).

2. Notice by the Carrier:

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect.

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than seven (7) calendar days prior to termination. Each notice shall include the following information:

- (a) The name and address of the customer whose account is delinquent;
- (b) The amount that is delinquent (if applicable);
- (c) The date when payment or arrangements for payment are required in order to avoid termination;

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 8 - Notices

(C) Notice regarding Discontinuance of Service (continued)

2. Notice by the Carrier (continued)

- (d) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges;
- (e) The procedure the Customer may use to request amortization of the unpaid charges;
- (f) The telephone number of a representative of Access One, who can provide additional information or institute arrangements for payment; and
- (h) The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries; and
- (i) A statement that local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

(D) Each party shall advise the other of any changes to the names and addresses designated for notices, other communications, or billing, by following the notice set forth herein. The Company shall notify its customers in writing of a change in ownership or identity of the customer's service provider on the customers' next monthly billing cycle.

(E) Notices the Company sends to customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on the date of presentation.

(F) Upon request the Company will provide any Applicant for service or Customer the following information:

- 1. The CPUC identification number of its registration to operate as a telecommunications corporation within California.
- 2. The address and telephone number of the CPUC.
- 3. A copy of the CPUC's Consumer Protection Regulations.
- 4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
- 5. A full disclosure of all fictitious names, if any, the Company uses.
- 6. The names of billing agents, if any, the Company uses in place of performing the billing function itself;
- 7. Rate information as required by Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 9 - Rendering and Payment of Bills

(A) All bills are issued and due monthly. The Customer will receive its bill on or about the same day of each month. A month is presumed to have 30 days. The billing date is dependent upon the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. The Company will prorate monthly recurring charges based on a 30 day month.

(B) Bills are due and payable as specified on the bill. Bills may be paid in U.S. currency by mail or in person at the business office of the Company.

(C) Payment will be due upon receipt of the statement. A late payment charge may be applied if payment is not received by the Company on or before the late payment date, which date will be prominently displayed on the Customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. A late penalty charge will accrue upon any unpaid amount commencing 30 days after rendition of the bill. Interest charges of 1.5 percent per month may be assessed on all unpaid balances more than 30 days old.

(D) In addition to other sales and usage taxes, the Company will add to Customers' bills certain federal, state, and local surcharges. Such charges include, but are not limited to, the surcharges, taxes, and fees set forth below:

CPUC Reimbursement Fee	0.11%
Universal Lifeline Telephone Service Surcharge (ULTS)	0.80%
California Relay Service and Communications Devices Fund	0.00%
California High Cost Fund - A (CHCF-A)	0.00%
California High Cost Fund - B (CHCF-B)	2.600%
California Teleconnect Fund (CTF)	0.185%

(E) See Rule 5 for other information to be included on the bill.

(F) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third-party calls, and "Error file" calls (those which cannot be billed due to the unavailability of complete billing information to Carrier), which shall have a six-month back-billing period. In cases of fraud, a back-billing period of no more than three years will apply.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 10 - Disputed Bills

(A) In the case of a billing dispute between Customer and Carrier for service furnished to Customer, which cannot be settled with mutual satisfaction, Customer may take the following course of action:

1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
2. The undisputed portion of the bill, and subsequent bills, other than the disputed amount, must be paid by the due date shown on the bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
3. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with (1) and (2), above.
4. If there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, Customer may appeal to the CPUC's Consumer Affairs Branch ("CAB") for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Carrier notifies 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 By Date shown on the bill.
5. The Company shall respond to CAB's requests for information within ten (10) business days.
6. The CPUC will review the claim of the disputed amount, communicate the results of its review to Customer and Carrier, and make disbursement of the deposited amount.
7. After the investigation and review as described in (A)(1), above, are completed by the Company, if the Customer elects not to deposit the amount in dispute with the 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 Company 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 By Date shown on the bill.

(B) The address and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch
California State Building
505 Van Ness Avenue
San Francisco, CA 94102
(800) 649-7570 (toll free)
(415) 703-1170
(415) 703-2032 (TDD)

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 11 - Discontinuance and Restoration of Service

Service continues to be provided until canceled by Customer or until canceled by Carrier as set forth below.

(A) Discontinuance or Cancellation of Service by Customer

1. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written. Cancellation of service by the Customer may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically).
2. Customer remains responsible for payment of all bills for services furnished. Termination charges may apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. If termination charges are not specified in the agreement, they will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
3. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Rule 14 below), Customer agrees to pay to Carrier the following sums which shall become due and owing as of the effective date of the cancellation or termination, including all costs, fees and expenses incurred in connection with:
 - (a) all Non-Recurring Charges reasonably expended by Carrier to establish service to Customer, plus
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Carrier on behalf of Customer, plus
 - (c) all Recurring Charges for the applicable notice period.
4. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

(B) Discontinuance or Cancellation of Service by Carrier:

1. The Company may discontinue service under the following circumstances:
 - (a) For non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by a court.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 11 - Discontinuance and Restoration of Service (continued)

(B) Discontinuance or Cancellation of Service by Carrier: (continued)

- (b) For noncompliance with or violation of any State or municipal law, ordinance, or regulation governing the furnishing of service.
 - (c) An order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service;
 - (d) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
 - (e) Any violation of the conditions governing the furnishing of service.
- 2. The Company may refuse or disconnect service in the event of illegal use or intent to defraud the Company. The Company may disconnect service for this reason after sending written notice to the Customer's last known address. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision. The non-prevailing party may be liable for reasonable court costs and attorney fees as determined by the CPUC or by the court.
- 3. Service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.
- 4. The Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company, until such time as the Customer has established service with another carrier.
- 5. Disconnection Procedures:
 - (a) The notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:
 - (i) The name and address of the customer whose account is delinquent;
 - (ii) The reason for disconnection;
 - (iii) The amount that is delinquent (if applicable);
 - (iv) The date when payment or arrangements for payment are required in order to avoid termination;
 - (v) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges;
 - (vi) The procedure the customer may use to request amortization of the unpaid charges;

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 11 - Discontinuance and Restoration of Service (continued)

(B) Discontinuance or Cancellation of Service by Carrier: (continued)

5. Disconnection Procedures: (continued)

(a) (continued)

- (vii) The telephone number of a representative of Access One, Inc., who can provide additional information or institute arrangements for payment; and
- (viii) The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries; and
- (ix) A statement that local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

- (b) Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

6. Prorating of Bills

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account. Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (the billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

7. Restoration of Service

Customers whose service has been disconnected for nonpayment may restore service by full payment in any reasonable manner. However, the Company may refuse to accept a personal check if the Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve (12) months. There is a reconnection fee of \$25.00 for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 12 - Information to be Provided to the Public

If Customer desires a copy of this tariff schedule and/or any advice letters, Customer may contact the Carrier at the following address:

820 W. Jackson Blvd; 6th Floor
Chicago, Illinois 60607
Telephone: (312) 441-1000
(800) 804-8333
Facsimile: (312) 441-1010

Copies of Carrier's tariff schedules and advice letters will be available at a nominal cost to recover photocopying, postage, and/or transmission expenses. This Tariff is also on file with the California Public Service Commission and is available for inspection during normal business hours.

Rule 13 - Temporary Service

From time to time Carrier may agree to install temporary service for a Customer for demonstration purposes only. Temporary service or service to speculative projects will be provided if consistent with the best interest of Carrier. Rates and conditions for such service will be those published in this tariff schedule. Any Customer paying the normal subscription fees shall be eligible to utilize the service.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 14 - Continuity of Service and Credit Allowances

(A) Availability of Service for Maintenance, Testing, and Adjustment

1. The 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 of service for any appreciable period is necessary. 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. In the event of foreknowledge of an interruption of service for a period exceeding two hours, Customer will be notified in writing, by mail, at least one week in advance.
2. Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

(B) The Carrier will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment or systems.

(C) Except as provided herein, the liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Carrier or an underlying carrier shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services 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 service or facility 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.

(D) The Carrier shall allow for interruptions in service of 24 hours or more not due to the conduct of the Customer, an amount equal to the fixed monthly charges for service multiplied by the ratio of the days of interruption to 30 days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples. For the purposes of these regulations, an interruption is deemed to exist from the time it is reported to or detected by the Company.

(E) Interruption of Service

1. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer-provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
2. Allowances for Interruptions:

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers, are subject to the general liability provisions set forth in Rule 16 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 14 - Continuity of Service and Credit Allowances (continued)

(F) Credit Allowances

1. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided, and billed for, by Carrier. An interruption period begins when Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. If Customer reports a service, facility or circuit interruption but declines to release it for testing and repair, it is considered to be impaired but not interrupted. An interruption period ceases when the operation has been restored and an attempt has been made to notify Customer.
2. For calculating credit allowances, every month is considered to have 30 days or 720 hours. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 hours or less:

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3 hour period or any fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

Interruptions over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 14 - Continuity of Service and Credit Allowances (continued)

(G) Limitations on Allowances:

1. No credit allowances will be made for:
 - (a) interruptions of service resulting from Carrier performing routine maintenance;
 - (b) interruptions of service for implementation of Customer order for a change in the service;
 - (c) interruptions caused by negligence of, or noncompliance with the provisions of this Tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
 - (d) Interruptions of service due to the failure or malfunction of service or equipment provided by Customer, authorized user, or other carriers;
 - (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
 - (f) Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.

(H) The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

Rule 15 - Employee Service

Does not apply in the State of California.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 16 - Limitation of Liability

(A) Limitations

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Carrier, the liability of the Carrier shall be limited to and in no event exceed the sum of \$10,000.
3. The Carrier will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment or systems.
4. Except as provided in 1(c) of this rule, the liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services furnished by the Carrier shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services 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 affects or diminishes the value of any 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 for the period affected by the mistake, omission, interruption, delay, error or defect.
5. The Carrier shall allow for interruptions of two consecutive hours or more not due to conduct of the Customer or failure of facilities provided by the Customer an amount equal to 1/720 of the fixed monthly charge for each hour of major fraction thereof of interruption in private line channels for television transmission for use in educational television systems.
6. Carrier shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - (a) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
 - (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in Schedule Cal. P.U.C. No. A5.7, 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.
 - (c) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
 - (d) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
 - (e) For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 16 - Limitation of Liability (continued)

(A) Limitations (continued)

7. Errors in Transmitting, Receiving or Delivering Oral Messages 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.

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.

9. Errors in Information Furnished by Directory Assistance Operators

The Carrier shall allow a credit for errors in telephone numbers or other information furnished by the Utility's Directory Assistance Operators in accordance with Schedule Cal. P.U.C. No. A7.4 an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility 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.

10. In conjunction with a nonpublished telephone number, the Carrier will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Carrier will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

11. 911 Service

- (a) With respect to Emergency Number 911 Service this service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. Carrier is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 16 - Limitation of Liability (continued)

(A) Limitations (continued)

11. 911 Service (continued)

- (b) Neither is the Carrier responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Carrier including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Carrier, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- (c) When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Carrier will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 17 - Responsibility of Customer

- (A) Customer assumes general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities.
- (B) Customer is responsible for the following:
1. placing orders for service, paying all charges for service rendered by Carrier, complying with all of Carrier's regulations governing the service, and assuring that its users comply with regulations of this tariff; and
 2. paying Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - (a) the negligence or willful act of Customer or user;
 - (b) improper use of service; or
 - (c) any use of equipment or service provided by others.

Rule 18 - Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities and/or equipment are not available.
- (B) Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of any provision in this tariff, the rules and regulations of the CPUC or in violation of the law.
- (C) Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- (D) Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 19 - Deaf and Disabled Distribution Program Equipment

Carrier will rely on Pacific Bell to administer the Deaf and Disabled Distribution Program Equipment.

Rule 20 - Blocking Access to 900 and 976 Information Services

At the request of the Customer, the Carrier shall block Customer's access to 900 and 976 pay-per call telephone information services at no charge on a per-line basis. Carrier shall inform customers of this feature at the time service is initially ordered. Blocking is provided free to residential customers, although the Carrier may charge for deactivation of the blocking feature.

Rule 21- Privacy

Carrier is restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing customers, Carrier shall provide in writing a description of how the Carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. The Carrier is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-66, 83-06-073, and 83-09-061.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 22 - Change of Service Provider

(A) Solicitation of Customer Authorization for Service Termination and Transfer:

Solicitation by local exchange carriers ("LECs"), competitive local 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 font size type of at least 10 points. A penalty or fine of up to \$500.00 may apply for each violation of this rule.

(B) Unauthorized Service Termination and Transfer ("Slamming"):

Carrier will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. Carrier is responsible for the action of their agents that solicit unauthorized service terminations 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 \$500.00 payable to the Commission may apply to each violation of this Rule. As prescribed under P.U. Section 2108, each day of 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 - Directories

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

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 24 – Legal Requirements for Refusal or Discontinuance of Service

The California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 24 – Legal Requirements for Refusal or Discontinuance of Service (continued)

6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term “person,” as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
9. The term “communications utility,” as used herein, includes a “telephone corporation” and a “telegraph corporation,” as defined in Division 1 of the California Public Utilities Code.

Rule 25 - Promotional Offerings

From time to time, the Company may market promotional offerings of its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to duration, the date and times of the offerings and the locations where the offerings are made. Such promotional offerings shall be submitted to the Commission for approval prior to implementation.

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 26- Nonpublished Service

The Company concurs in, and complies with, the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information. Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361, as set forth below:

1. Agencies Authorized to Receive Nonpublished Information

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

An agency of the federal government which is lawfully authorized to:

- Conduct investigations or make arrests for violations of the criminal laws of the United States; or
- Prosecute violations of the criminal laws of the United States; or
- Enforce civil sanctions which are ancillary to criminal statutes; or
- Conduct investigations into matters involving the national security of the United States; or
- Protect federal or foreign officials; or
- Protect public health or safety; or
- Conduct emergency rescue operations.

Any public health agency of the State of California or of a city, county, or other local government.

County or city 911 projects.

State Fire Marshall and Local Fire Departments or Fire Protection Agencies.

Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.

California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

2. Procedure for Release of Nonpublished Information to Authorized Agencies

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

Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life-threatening situation; or

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 26- Nonpublished Service (continued)

2. Procedure for Release of Nonpublished Information to Authorized Agencies (continued)

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or

Employees of a county or city 911 project when acting in an official capacity; or

Employees of an agency listed in the 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.

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the company only on a call-back verification basis.

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

3. Notification to Customer

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

When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the Company.

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

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 26- Nonpublished Service (continued)

3. Notification to Customer (continued)

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

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

4. Exception for Health Officers

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

5. Release of Information to Interexchange Carriers

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

6. Retention of Records

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

7. Unsolicited Telephone Efforts

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

Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 2-T
Original Sheet No. 37

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

Rule 27 – Demarcation

Carrier concurs with the language, terms and conditions found in the demarcation tariff currently on file for Pacific Bell.

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 2-T
Original Sheet No. 38

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

SECTION 3 – SAMPLE FORMS

3.1 Standard Service Order

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.2 Confirmation of Service Letter for Oral Agreements

[Access One Letterhead]

[Date]

Customer Name
Customer Address
City, State Zip

Salutation:

Welcome to Access One. Our goal is to provide you with excellent telecommunications services. We offer up-to-date, innovative products and services to meet your business needs.

Below is a listing of the products and/or services your business recently ordered. These products and/or services will appear along with charges on your monthly bill. In addition, your first bill may contain one-time labor and installation charges as well as any other applicable charges and/or credits.

<u>Quantity</u>	<u>Description</u>	<u>Rate</u>
1	PRI	\$X.XX
1	DI/OD	\$X.XX

Please review these items carefully. If you have any questions concerning your service order, please call us at 1-800 804-8333. Our Customer Service Representatives look forward to serving you.

Among the services we provide is free per-line blocking for 900 and 976 numbers. If you are interested in adding this feature to your service, please call us at the above toll-free number.

Again, thank you for giving us this opportunity to serve you.

Sincerely,

Access One Customer Service Center

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.3 Form Detailing the Availability of Universal Service to Residential Customers

[Access One Letterhead]
[Date]

Customer Name
Customer Address
City, State Zip

Salutation:

Universal Lifeline Telephone Service is a telecommunications service assistance program provided by Access One pursuant to eligibility requirements established by the California Public Utilities Commission. Universal Lifeline Telephone Service is a program that will reduce the monthly local telephone service charge of an eligible Access One customer by at least 50 percent.

A customer is eligible for Universal Lifeline service if:

- He or she is the head of household, and
- The service is provided at the primary residence and the customer has only one telephone line, and
- The total annual household gross income is no greater than the following:

<u>Persons in Household</u>	<u>Income Limitation</u>
1-2	\$18,200
3	21,500
4	25,800
Each additional member	4,300

If you meet the above requirements and wish to receive Universal Lifeline Telephone Service, please complete and sign below and return this form with 30 days to:

Access One
820 W. Jackson Blvd; 6th Floor
Chicago, Illinois 60607

- - - - -
I certify that I meet the above eligibility requirements and apply for the Universal Lifeline Telephone Service discount service. I understand that the California Public Utility Commission may require verification of my eligibility.

_____ Name (please print)		() Area Code	_____ Telephone Number
_____ Street Address	_____ City	_____ State	_____ Zip Code
_____ Signature		_____ Date	

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.4 Sample Deposit Receipt

Access One neither requires nor accepts deposits.

Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 2-T
Original Sheet No. 42

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.5 Sample Bill



820 W Jackson Blvd
Sixth Floor
Chicago, IL 60607

Address Service Requested

Remittance Section

Invoice Date:

Account Number:

Invoice Number:

Due Date:

Total Due:

Amount Enclosed:

\$ _____

Please write your account number on your check and
make payable to: **Access One**

Access One, Inc.
P. O. Box 5997
Dept 20-7021
Carol Stream, IL 60197-5997

Please detach and return above portion with your payment

Invoice Information

Invoice Date	11/01/2008
Account Number	9911290002
Invoice Number	850222
Due Date	12/01/2008
Total Due	\$63.94

Summary of Charges

Balance Information

Previous Balance	38.43
Payments Received - Thank You	38.43 CR

Balance Forward **\$0.00**

New Charges

New Usage Charges	46.39
Recurring Charges	6.50
Taxes and Other Fees	11.05

Total New Charges **63.94**

Total Amount Due **\$63.94**

Please pay this amount by 12/01/2008

This bill includes multiple locations



820 W Jackson Blvd
Sixth Floor
Chicago, IL 60607

Important Messages



THANK YOU FOR CHOOSING ACCESS
ONE AS YOUR TELECOMMUNICATIONS
PROVIDER. YOUR BUSINESS IS
GREATLY APPRECIATED!

Since 1993 we have been providing high quality, economical
voice, data, and Internet services to business customers
nationwide. Our main goal is to service and maintain our
customer base through innovative support programs.

E-MAIL US!

FOR BILLING INQUIRIES:

BILLING@ACCESSONEINC.COM

FOR SERVICE INQUIRIES:

SERVICE@ACCESSONEINC.COM

CALL US!

1-877-ACCESSONE (222-3776)

Any adds, moves, or changes to your account must be received
by Access One in writing. Access One must acknowledge
receipt. Adds, moves, or changes can be sent to:

Access One, Inc.

820 West Jackson Blvd., 6th Floor

Chicago, IL 60607

Fax: 312.441.1010

Please note a late fee of 1.5% will be added to any overdue balances.

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective:

Detail of New Charges

	Cost
Payments	38.43
Total Payments	-38.43

Management Reports

Long Distance Most Frequently Called Numbers

Number	Location	State	Calls	Minutes	Cost
	Beaverton	OR	26	365.90	28.10
	Losangeles	CA	10	143.10	7.62
	Sanbarbara	CA	9	15.90	1.05
	Reno	NV	8	14.20	1.09
	Northridge	CA	5	17.90	0.96
	Simivalley	CA	4	3.50	0.19
	North Dade	FL	3	44.50	3.42
	Thousndoak	CA	3	1.10	0.06
	Cmtn Grdn	CA	1	10.10	0.54
	Southtahoe	CA	1	1.10	0.07

Long Distance Most Frequently Called Area Codes

Area Code	% Calls	Calls	Minutes	Cost
503	34.21	26	365.90	28.10
805	22.37	17	21.40	1.35
775	14.47	11	26.60	2.04
323	13.16	10	143.10	7.62
818	6.58	5	17.90	0.96
305	3.95	3	44.50	3.42
310	1.32	1	10.10	0.54
530	1.32	1	1.10	0.07
661	1.32	1	30.60	1.65
949	1.32	1	11.90	0.64

Long Distance Most Frequently Called Cities

Location	State	Calls	Minutes	Cost
Beaverton	OR	26	365.90	28.10
Losangeles	CA	10	143.10	7.62
Sanbarbara	CA	9	15.90	1.05
Reno	NV	8	14.20	1.09
Northridge	CA	5	17.90	0.96
Simivalley	CA	4	3.50	0.19
Thousndoak	CA	4	2.00	0.11
North Dade	FL	3	44.50	3.42
Gardnervl	NV	2	6.80	0.52
Cmtn Grdn	CA	1	10.10	0.54

Long Distance Longest Duration Calls

Date	Number	Location	State	Minutes	Cost
		Beaverton	OR	40.60	3.12
		Beaverton	OR	37.00	2.84
		Beaverton	OR	36.60	2.81
		Sanclarsag	CA	30.60	1.65
		Beaverton	OR	27.40	2.10
		Beaverton	OR	25.80	1.98

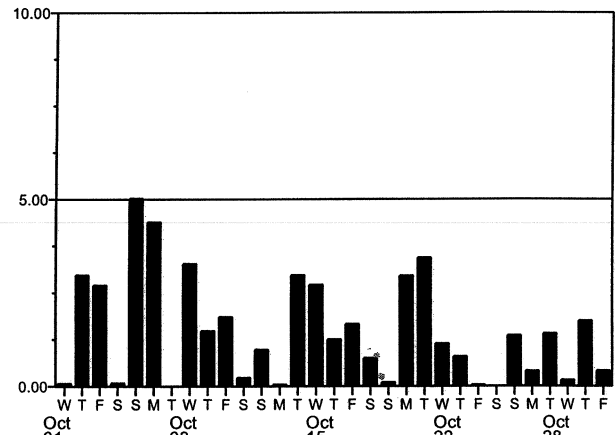
Management Reports(cont'd)

Long Distance Longest Duration Calls continued

Losangeles	CA	23.70	1.28
Beaverton	OR	23.20	1.78
Beaverton	OR	22.10	1.70
North Dade	FL	18.60	1.43

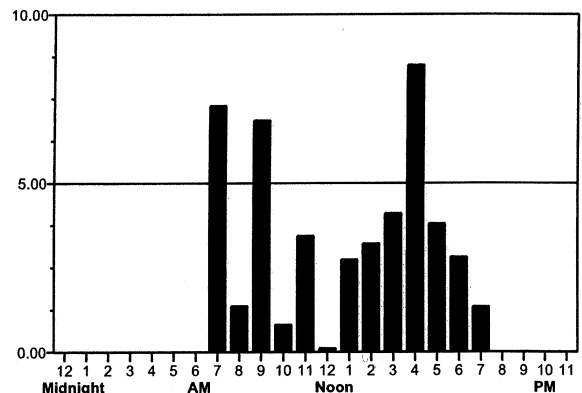
Long Distance Daily Call Summary

Amount(\$)



Long Distance Usage By Time Of Day

Amount In (\$)



Monthly Usage By Call Type

Type	% \$	Calls	Minutes	Cost
1+ Interstate	73.64	42	449.70	34.16
1+ Intralata	24.01	25	207.00	11.14
1+ Intrastate	2.35	9	16.40	1.09

Other: 1+ and 8xx for Directory Assistance, Alaska, Hawaii, US Virgin Islands, Puerto Rico and Canada

Long Distance Total Usage By Line

Detail of New Charges

	Rate	Cost
Taxes and Other Fees		
Universal Lifeline Telephone Surcharge	0.01150	0.04
Regulatory Compliance Fee (Access One)	0.04970	1.73
PUC	0.00180	0.01
California Relay Service	0.00200	0.01
High Cost Fund B	0.00250	0.01
California Advanced Services Fund	0.00250	0.01
Los Angeles Communications Users Tax	0.09000	3.62
FCC Common Carrier Regulatory Fee	0.00314	0.10
Federal Universal Service Fund Surcharge	0.11400	3.59
E911	0.00500	0.02
Total Taxes and Other Fees		9.14

Outbound

(323) 939-6643

Date	Time	Min Called #	Location	Cost
			Beaverton OR	1.78
			North Dade FL	1.20
			Beaverton OR	0.08
			Beaverton OR	1.98
			Beaverton OR	2.81
			North Dade FL	1.43
			Northridge CA	0.53
			Beaverton OR	1.70
			Beaverton OR	1.41
			Beaverton OR	0.68
			Northridge CA	0.04
			Sanclarsag CA	1.65
			Beaverton OR	1.26
			Beaverton OR	1.21
			Northridge CA	0.04
			Beaverton OR	0.07
			Beaverton OR	2.84
			Beaverton OR	1.24
			Beaverton OR	0.39
			Beaverton OR	1.03
			Beaverton OR	1.18
			Northridge CA	0.04
			Irvine CA	0.64
			Beaverton OR	2.10
			Beaverton OR	3.12
			Northridge CA	0.31
			North Dade FL	0.79
			Beaverton OR	0.08
			Beaverton OR	0.70
			Beaverton OR	0.32
			Beaverton OR	0.08
			Beaverton OR	0.52
			Beaverton OR	0.09
			Beaverton OR	0.98
			Beaverton OR	0.41

35 Calls

470.3 for Outbound

34.73

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.6 Notice to Discontinue Service for Non-Payment of Bills

[Access One Letterhead]
[Date]

NOTICE TO DISCONNECT

Customer Name
Customer Address
City, State Zip

Re: Account Number:

Salutation:

Our records, as of _____, 200__, indicate that your Access One account has an outstanding balance of \$XXX.XX.

We are sorry to have to issue this Notice and are hopeful that you will make your payment on or before _____ Date _____ to avoid disconnection of your service.

You may pay your outstanding balance with VISA or Mastercard by calling our Customer Service Center between 8:00 a.m. and 5:00 p.m., Monday through Friday (EST) at (800) 804-8333, or you may send a check or money order to the address listed at the top of this letter.

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, California 94102. To avoid having service disconnected, payment of the disputed amount should be made "under protest" to the CPUC or payment arrangements should be made agreeable to Access One the outcome of the Commission's Consumer Affairs Branch review. The telephone numbers of the Commission's Consumer Affairs Branch where you may direct inquiries is: 1-800-649-7570 (toll-free); (415) 703-1170; or (415) 703-2032 (TDD).

If you have any questions concerning your service, please call us at (800) 804-8333.

Sincerely,

Access One Customer Service Center

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.7 Notice to Discontinue Service or Reason for Denial of Service for Failure to Establish Credit

[Access One Letterhead]
[Date]

Customer Name
Customer Address
City, State Zip

Reference Number:

Salutation:

In preparing to serve potential Access One customers, we routinely conduct credit history checks. The credit information provided to us at this time indicates that an advance payment of \$XXX.XX is required to provide you service.

REASON(S): Credit information indicates [complete with comments].

PAYMENT: You may make this advance payment with VISA or Mastercard by calling our Customer Service Center between 8:00 a.m. and 5:00 p.m. (EST) Monday through Friday at (800) 804-8333, or you may send a check or money order to the address listed at the top of this letter. To ensure proper credit, please include the reference number listed above on your check or money order. Please contact us or remit payment within ten (10) days.

CANCELLATION: If you do not wish to pay the requested advance payment, please disregard this letter. Your request for Access One services will be automatically cancelled and you will remain with your current local telephone company.

If you have any questions concerning your service, please call us at (800) 804-8333.

Sincerely,

Access One Customer Service Center

INTEREXCHANGE TELECOMMUNICATIONS CARRIER

3.8 Confirmation Form of Primary/Non-Primary Residential Line Service

[Access One Letterhead]

[Date]

Customer Name
Customer Address
City, State Zip

Salutation:

Welcome to Access One.

Below is a listing of the residential local exchange service which you have ordered. Please take a moment to verify that the following information you provided at the time of your order is correct. [INSERT APPROPRIATE STATEMENT FOLLOWING]

You confirmed that the line associated with [TELEPHONE NUMBER] is the primary line to your residence. Please be advised that that the Public Utilities Commission of California or Access One may verify the accuracy of your statement.

[OR]

You confirmed that the line associated with [TELEPHONE NUMBER] is not the primary line to your residence.

Thank you again for choosing Access One. If you need assistance, please do not hesitate to call us at (800) 804-8333.

Sincerely,

Access One Customer Service Center

1068730v1

Advice Letter No.

Decision No. 01-01-035

Issued by:
Mark A. Jozwiak
Vice President

Date Filed:

Effective: