

**TGEC Communication Co LLC  
6855 Tujunga Avenue  
North Hollywood, CA 91605**

**Schedule Cal. P.U.C. No 3-T  
Cal. P.U.C. Title Sheet**

Tariff Schedule Applicable to

LOCAL EXCHANGE SERVICES

Of

**TGEC Communications Co LLC  
U-5908-C**

Applying to facilities-based Sale and Resale of Local Exchange Telecommunications Services Between Points in the State of California and Containing Rates, Rules and Regulations Governing Service.

This Tariff Cancels and Replaces Schedule Cal. P.U.C. No 2-T in its Entirety.

Advice Letter No.:75  
Decision No.: 02-02-033

Issued by: Raphael Tarpley  
Regulatory Compliance Clerk

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CHECK SHEET

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

Sheet	Revision	Sheet	Revision	Sheet	Revision	Sheet	Revision	Sheet	Revision
Title	Original	29	Original	58	Original	87	Original	116	Original
1	Original	30	Original	59	Original	88	Original	117	Original
2	Original	31	Original	60	Original	89	Original	118	Original
3	Original	32	Original	61	Original	90	Original	119	Original
4	Original	33	Original	62	Original	91	Original	120	Original
5	Original	34	Original	63	Original	92	Original	121	Original
6	Original	35	Original	64	Original	93	Original	122	Original
7	Original	36	Original	65	Original	94	Original	123	Original
8	Original	37	Original	66	Original	95	Original	124	Original
9	Original	38	Original	67	Original	96	Original	125	Original
10	Original	39	Original	68	Original	97	Original	126	Original
11	Original	40	Original	69	Original	98	Original	127	Original
12	Original	41	Original	70	Original	99	Original	128	Original
13	Original	42	Original	71	Original	100	Original	129	Original
14	Original	43	Original	72	Original	101	Original	130	Original
15	Original	44	Original	73	Original	102	Original	131	Original
16	Original	45	Original	74	Original	103	Original	132	Original
17	Original	46	Original	75	Original	104	Original	133	Original
18	Original	47	Original	76	Original	105	Original	134	Original
19	Original	48	Original	77	Original	106	Original	135	Original
20	Original	49	Original	78	Original	107	Original	136	Original
21	Original	50	Original	79	Original	108	Original	137	Original
22	Original	51	Original	80	Original	109	Original	138	Original
23	Original	52	Original	81	Original	110	Original	139	Original
24	Original	53	Original	82	Original	111	Original	140	Original
25	Original	54	Original	83	Original	112	Original		
26	Original	55	Original	84	Original	113	Original		
27	Original	56	Original	85	Original	114	Original		
28	Original	57	Original	86	Original	115	Original		

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**CHECK SHEET, cont'd.**

Reserved for future use.

### Tariff Format

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Ca.PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Ca.PUC follow in their tariff approval process, the most current sheet number on file with the PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:  
2.  
2.(A).  
2.(A).1  
2.(A).1.(a).  
2.(A).1.(a).I.  
2.(A).1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Ca. PUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

## **PRELIMINARY STATEMENT**

This tariff sets forth the rates and rules of TGEC applicable to its provision of facilities based and resold competitive local exchange service in areas served by Pacific Bell, GTE California, Roseville Telephone Company, and Citizens Utilities.

## **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 increase.
- (L)- To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N)- To signify new material including listing, rate, rule or condition.
- (R)- To signify reduction.
- (T)- To signify a change in wording of text but not change in rate, rule or condition.

## **ABBREVIATIONS**

- DCS- Digital Cross Connect System.
- DS0- Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
- DS1- Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3- Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 Services.
- Gbps- Gigabits per second; billions of bits per second.
- ICB- Individual Case Basis.
- Kbps- Kilobits per second; 1000s of bits per second.

LATA- Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC- Local Exchange Company.

Mbps- Megabits per second; millions of bits per second.

N/A- Not Available.

TGEC- Used throughout this tariff to refer to TGEC COMMUNICATIONS CO LLC or the Company.

OC-12- A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3- A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

POP- Point of Presence.

**SERVICE AREA MAP**

The Company provides facilities-based and resold telecommunications services throughout the local exchange territories of Pacific Bell, GTE California, Roseville Telephone Company, and Citizens Utilities.



1.0 RATE SCHEDULES

**Schedule 1: Dedicated Business Data Service**

1. General Description

The Company provides dedicated business data services to Customers for transmission at 1.54 Mbps speeds. Customers may utilize the Company's dedicated business data services to access value-added services including the Internet or other online services. This service is a data-only service and does not include voice service.

Where connection is made to value-added services including the Internet or other online services the Customer will be responsible for usage or other charges assessed by the Internet or online service provider.

This service is limited to TGEC COMMUNICATIONS CO LLC service areas where TGEC COMMUNICATIONS CO LLC has equipment and facilities available and interconnection agreements between TGEC COMMUNICATIONS CO LLC and the ILEC.

Utilization of the Company's dedicated business data service requires specialized customer premises equipment ("CPE"). Such CPE may be obtained from the Company on a non-regulated basis or from a third party. It is the responsibility of the Customer to obtain the necessary CPE prior to use of service.

1.0 RATE SCHEDULES, cont'd.

**Schedule 1: Dedicated Business Data Service, cont'd.**

- 2. Rates and Charges
  - (A) DS1 Dedicated Data Service
    - 1. Business Service

Term Monthly Recurring Installation		
Month-to-Month	\$334 plus	\$1.00/mile \$750
One Year Contract	\$334 plus	\$1.00/mile \$500
Two Year Contract	\$334 plus	\$1.00/mile \$0

1.0 RATE SCHEDULES, cont'd.

**Schedule 1: Dedicated Business Data Service, cont'd.**

(B) Conditions of Service

1. Either party may terminate the contract at the end of the current term by providing the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.
2. If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by TGEC COMMUNICATIONS CO LLC for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.
3. The contract may not be assigned by Customer except to a wholly-owned subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.

**Schedule 2: Wholesale Data Service**

1. General Description

These rates are applicable to the provision of DS1 wholesale data service to information service providers (“ISPs”) that employ computer processing applications to act on the format, content, code, protocol, or similar aspects of transmitted information, provide additional, different, or restructured information, or permit interaction with stored information. Wholesale data service consists of a minimum of 24 DS0 (one DS1) channel connections utilized for the purpose of terminating local end user calls to ISP modem equipment.

This service is limited to TGEC COMMUNICATIONS CO LLC service areas where TGEC COMMUNICATIONS CO LLC has equipment and facilities available and interconnection agreements between TGEC COMMUNICATIONS CO LLC and the ILEC.

2. Rates and Charges

	<b>Monthly Recurring</b>	<b>Installation</b>
(A) Wholesale Data Service, per DS0	\$5.00	\$10.00

1.0 RATE SCHEDULES, cont'd.

**Schedule 2: Wholesale Data Service, cont'd.**

(B) Conditions of Service

1. Customer must comply with reasonable requests by TGEC COMMUNICATIONS CO LLC for accurate forecasts of the numbers of customers that Customer will serve in each rate area in order to enable TGEC COMMUNICATIONS CO LLC to provide sufficient facilities to meet Customer's requirements.
2. Service hereunder includes transport of end user calls to a single TGEC COMMUNICATIONS CO LLC point of interconnection in each LATA, as designated by TGEC COMMUNICATIONS CO LLC
3. This service is specifically conditioned on TGEC COMMUNICATIONS CO LLC's continuing ability to maintain suitable arrangements with other local exchange carriers for the termination to TGEC COMMUNICATIONS CO LLC of calls to the local access numbers furnished to Customer. In the event that TGEC COMMUNICATIONS CO LLC is unable to maintain arrangements with one or more other local exchange carriers under terms or conditions that TGEC COMMUNICATIONS CO LLC, in its sole discretion, determines are fair and adequate, TGEC COMMUNICATIONS CO LLC may terminate service upon notice to customer without liability but not before obtaining CPUC approval.
4. Terms and conditions for collocation of any facilities in TGEC COMMUNICATIONS CO LLC's central offices will be based on negotiated contracts.
5. Customer's initial order for service must be for a minimum of 24 channels (one DS1). Regardless of whether Customer utilizes all 24 channels, Customer must pay the full monthly rate for 24 channels of service.
6. Subsequent orders for additional service may be at the DS0 level and will be charged to Customer per DS0.
7. In order to be eligible to purchase TGEC COMMUNICATIONS CO LLC DS1 wholesale data service, Customer must also purchase TGEC COMMUNICATIONS CO LLC's managed modem product pursuant to negotiated contract.

1.0 RATE SCHEDULES, cont'd.

**Schedule 2: Wholesale Data Service**

1. General Description

These rates are applicable to the provision of DS1 wholesale data service to information service providers ("ISPs") that employ computer processing applications to act on the format, content, code, protocol, or similar aspects of transmitted information, provide additional, different, or restructured information, or permit interaction with stored information. Wholesale data service consists of a minimum of 24 DS0 (one DS1) channel connections utilized for the purpose of terminating local end user calls to ISP modem equipment.

This service is limited to TGEC COMMUNICATIONS CO LLC service areas where TGEC COMMUNICATIONS CO LLC has equipment and facilities available and interconnection agreements between TGEC COMMUNICATIONS CO LLC and the ILEC.

2. Rates and Charges

(A)

	<b>Monthly Recurring</b>	<b>Installation</b>
Wholesale Data Service, per DS0	\$5.00	\$10.00

1.0 RATE SCHEDULES, cont'd.

**Schedule 2: Wholesale Data Service, cont'd.**

(B) Conditions of Service

1. Customer must comply with reasonable requests by TGEC COMMUNICATIONS CO LLC for accurate forecasts of the numbers of customers that Customer will serve in each rate area in order to enable TGEC COMMUNICATIONS CO LLC to provide sufficient facilities to meet Customer's requirements.
2. Service hereunder includes transport of end user calls to a single TGEC COMMUNICATIONS CO LLC point of interconnection in each LATA, as designated by TGEC COMMUNICATIONS CO LLC
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6. Subsequent orders for additional service may be at the DS0 level and will be charged to Customer per DS0.
7. In order to be eligible to purchase TGEC COMMUNICATIONS CO LLC DS1 wholesale data service, Customer must also purchase TGEC COMMUNICATIONS CO LLC's managed modem product pursuant to negotiated contract.

1.0 RATE SCHEDULES, cont'd.

**Schedule 2: Wholesale Data Service, cont'd.**

the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.

8. Either party may terminate the contract at the end of the current term by providing subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.
9. If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by TGEC COMMUNICATIONS CO LLC for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.
10. The contract may not be assigned by Customer except to a wholly-owned

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services**

Local Exchange Services consist of the services offered pursuant to this tariff. Local Exchange Services provide a customer with a connection to the public switched network, which enables the customer to:

Receive calls from other stations on the public switched telephone network; Access the Company's local and interLATA/intrastate calling services as set forth in this tariff; Access interstate and international calling services provided by the Company or by other certificated common carriers; Access the Company's operator and customer service center for service-related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling. There is no charge for accessing 9-1-1 service.

Local Exchange Services can be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services can be blocked by the Company's switch at the customer's request. The Company does not charge for any type of call blocking.

The following Local Exchange and related Telecommunications Charges and Services are offered in this tariff:

- Service connection charges
- Operator services
- Business access lines
- Maintenance charges
- Custom calling services
- Other miscellaneous services
- Universal Lifeline Telephone Service
- InterLATA/intrastate toll calling
- End User Common Line Charge
- Switched access services
- 9-1-1 telecommunications service

Any special equipment or services required by eligible deaf and disabled customers under the California Relay Service and Communications Devices Fund ("Fund") will be provided by AT&T or by the party designated by the Fund administrator.

Services are available to business customers. The classification of service as business is determined by the character of use of the service as stated in the definitions section of this tariff.

Local Exchange Service is comprised of three components:

- Monthly recurring charges
- End User Common Line Charge
- Service connection charges

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service

Integrated Access Service is integrated voice and internet access local exchange business service provided through a DS1 facility. This service is available only with a proprietary integrated access device provided under contract by Company. Company offers Integrated Access Service to business customers in the service areas of AT&T. Customers outside of AT&T's service area may receive service at an additional charge for a private line connection from the customer's location to the Company's facilities, if facilities are available.

(A) Terms and Conditions

Integrated Access Service includes a DS1 facility from the customer's premises to the Company's switching facility. The DS1 charge is included in the Integrated Access Service Charge for locations served by Tier A, Tier B, or Tier C wire centers (see below). There is an additional charge for locations not directly served by a Tier A, Tier B, or Tier C wire center.

Tier A 0-10 miles from Company's switching facility

Tier B 10-20 miles from Company's switching facility

Tier C 20-30 miles from Company's switching facility

The monthly recurring charges are based on the provision of service through one trunk group.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(B) Optional Custom Calling Features

The following features are available as a package only at no charge.

Call Transfer: Allows users to transfer calls to another internal station. Usage charges apply to transferred calls.

Three-Way Calling: Allows a user to establish a three-way call without the assistance of an attendant.

Call Pick-Up: Allows terminal extensions to be programmed as pick-up groups, permitting users to answer calls to any other extension within the group. Directed call pick-up allows an extension user to answer any ringing extension within the system.

Call Hold: Allows customers to place callers on hold. This feature works only with a phone system consisting on single sets only.

Call Forwarding: Allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding: Allows the forwarding of incoming calls when the line is busy.

Delayed Call Forwarding: Allows the forwarding of incoming calls when the line remains unanswered after a present number of rings.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(C) Service Provisioning

1. Integrated Access Service provides a private line connection from the customer's ILEC termination point.
2. The Company will qualify the local exchange service loop between the customer's designated premises and the serving wire center. The purpose of the qualification is to determine the availability and suitability of existing facilities to provide Integrated Access Service.

(D) Responsibility of the Company

The Company will provision and maintain Integrated Access Service for the customer.

(E) Rights of the Company

1. The Company will not provision Integrated Access Service if it has reasonably determined the following:
  - It is not technically feasible over existing facilities.
  - It will cause interference problems within the Company's network or other facilities.
  - The customer's network or CPE is not compatible with the Company's network.
2. During network maintenance and software update periods, the Company may temporarily place the central office equipment out of service. The Company also reserves the right to temporarily interrupt service in emergency situations.
3. The Company will contact the customer once circuits have been tested and in working order. If the customer is unable to test and turn up service within three days of this date, the Company has a right to activate billing for service.
4. The Company has a right to cancel service or require the customer to obtain a higher bandwidth facility if usage is determined to be overly excessive compared to typical customer usage.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(F) Responsibility of the Customer

1. The customer is responsible for providing compatible network and customer premises equipment that is used for connection to Company's network.
2. The customer is responsible for providing the Company with the necessary information to provision the Integrated Access Service technology.
3. The customer is responsible for wiring from the ILEC demarcation point to the customer equipment.

(G) Signaling

Company will offer the following signaling options for trunk service:

- Pulse Type – Multi-Frequency (MF) or Dual Tone Multi Frequency (DTMF)
- Signaling Type – Ear and Mouth (E&M)
- Signaling Protocol – Wink, Immediate, Dial Tone and Delay Dial
- Emulation – B8ZS/ESF

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(H) Rate Elements

1. Integrated Access Service is provided on a flat rate monthly recurring basis where facilities are available.
2. The Company reserves the right to set limitations on high volume usage customers. High volume usage is considered to be usage in excess of 3000 minutes of usage per trunk during a single calendar month. The Company may choose to continue doing business with these customers only under a contract basis, which may involve an additional per minute of use charge or increased flat rate charges per trunk line agreed upon by the customer and the Company. The customer may choose not to do business with the Company.
3. Integrated Access Service is available on a month-to-month agreement.
4. Nonrecurring charges for installation, termination of trunks, and additional blocks of DID numbers apply as listed under "Installation Charges".

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(I) Rates

The rates listed below are only applicable when service is purchased in combination with non-regulated services. Charges for non-regulated services and options will apply. The rates below are for the portion of the service dedicated to the transport and local exchange services. The charges for voice lines are exclusive of appropriate Subscriber Line Charges. The customer must select Company as their long distance service provider. When intrastate long distance is provided in conjunction with this service offering, the standard rate will be \$0.040 per minute per the Company's Cal. P.U.C. No. 3-T. The customer may also choose to purchase long distance minutes in blocks of 1,000:

Block of 1,000 minutes	\$35.00
------------------------	---------

Long distance minutes in excess of blocks purchased are rated according to the corresponding rate plan in the Company's Cal. P.U.C. No. 3-T.

For any combination of voice lines and data bandwidth not to exceed 1.5 mgbs:

AT&T Territory	Monthly Recurring Charges
Tier A	\$500.00
Tier B	\$550.00
Tier C	\$600.00

(J) Special Conditions

1. Subscriber line charges will be assessed for each voice channel.
2. Customers must sign a minimum one year term agreement. Full termination liabilities are assessed for early termination of service.

(K) Installation Charges

1. Initial installation charges on the regulated portion of this product are waived.
2. There is a charge for adding additional lines to the customer's account:  
Per additional line \$50.00

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

Reserved for future use.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(O) Multi-Tenant Program

The Multi-Tenant Program allows multiple customers (tenants) at a single location to share Integrated Access Service. Suitability of multiple tenant properties for service shall be determined by the Company at its sole discretion. Charges will be pro-rated by usage.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(P) Maintenance Visit Charges

Maintenance visit charges apply for time spent on a customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from customer-provided terminal equipment and/or communications systems to the telecommunications network.

The maintenance visit charge will be waived if trouble is found to be in the Company's equipment (e.g., on the Company's side of the demarcation point).

The time period for which the maintenance visit charge is applied will commence when Company personnel arrive at the customer premises and end when work is completed. The rates for maintenance of service vary by time per customer request, as further described in this section.

Business maintenance visit charges apply to all other requests for service.

The minimum charge for a maintenance visit is one hour. The minimum charge for a D-marc or NID move will be 6.25 hours at the Premises Labor Charge for Basic Time with any additional time charged at the additional quarter hour rate.

For purposes of this section, Basic Time refers to the period when services are performed by the Company on business days during regularly scheduled work hours. Overtime refers to the period when services are performed by the Company on business days but outside of regularly scheduled work hours. Premium Time refers to the period when services are performed by the Company on non-business days, such as weekends and Company holidays.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(P) Maintenance Visit Charges

1. The following charges may be applied:

- (a) Premises Visit Charge – Applies to each trip to the customer's premises for work performed or trouble identified on the customer's side of the demarcation point. The charge will also apply when no trouble is found. The Premises Visit Charge is waived if trouble is found to be in the Company's equipment (e.g., on the Company's side of the demarcation).
- (b) Premises Labor Charge – Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premises Labor Charges apply during regularly scheduled work hours (8:00 a.m. to 5:00 p.m. Monday through Friday).
- (c) Missed Appointment Charge – Applies to each customer's request for a premises visit when the customer or an adult consenting to the work being done is not available to allow access for the technician.
- (d) Equipment Pick Up Charge – Applies to each trip to pick up company-owned equipment after a customer's disconnection order has been placed, and the customer has not made the equipment available for pick up. The Company shall make two attempts to pick up equipment. If the customer fails to make the equipment available for pick up by the second premises visit, the customer shall be charged for the equipment.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

1. Integrated Access Service, cont'd.

(P) Maintenance Visit Charges, cont'd.

2. Premises Visit Charge

The Premises Visit Charge is applied when trouble is found to be in the customer's side of the demarcation point.

Per visit \$25.00

3. Premises Labor Charge

(a) Basic time, per technician

First hour \$85.00

Each additional quarter hour \$85.00

(b) Overtime, per technician

First hour \$85.00

Each additional quarter hour \$85.00

(c) Premium time, per technician

First hour \$85.00

Each additional quarter hour \$85.00

4. Missed Appointment Charges

The Missed Appointment Charge is applied when a customer requesting a premises visit missed the appointment with the Company's technician.

Per missed appointment \$25.00

5. Equipment Pick Up Charge

The Equipment Pick Up Charge applies when the customer has not made company-owned equipment available for pick up after disconnection of service.

Per trip \$175.00

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

2. Custom Calling Features

Custom Calling Features are optional central office services furnished to individual line customers. Custom Calling Features are available where facilities and operating conditions permit.

Descriptions

1. Call Forwarding allows the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.
2. Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order. Calls may be forwarded outside the local central office.
3. Delayed Call Forwarding allows the forwarding of incoming calls when the line remains unanswered after preset number of rings. The number of rings and the forwarded number are fixed by the service order. Calls may be forwarded outside the local central office.
4. Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten preselected numbers to another telephone number. The line can be restored to normal operation at any time. Select Call Forwarding can be used in conjunction with Call Forwarding.
5. Remote Access to Call Forwarding allows activation and deactivation of the Call Forwarding feature and changes to the forwarded to number from a location other than where the service is located.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

2. Custom Calling Features, cont'd.

(A) Descriptions, cont'd.

6. Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way conference cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is to be canceled. Exception: If a Custom Calling Service that provides "flash privileges", such as Three-Way Calling, is subscribed to, the Cancel Call Waiting feature can be activated while an incoming or outgoing call is in progress. The rates and charges for Call Waiting include the Cancel Call Waiting arrangement.

7. Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
8. Speed Calling allows placing calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight code list or thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, an activation code is dialed, a second dial tone is received, and a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number is dialed.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

2. Custom Calling Features, cont'd.

(A) Descriptions, cont'd.

9. Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
10. Repeat Dialing allows calls to be automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free. Calls may continue to be made and received while the feature is activated.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

2. Custom Calling Features, cont'd.

(A) Descriptions, cont'd.

11. Call Screen allows the automatic blocking of incoming calls from up to ten preselected telephone numbers (including numbers from calls that have just been received). The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message, and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
12. Call Return allows the return of a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
13. Call Trace allows the user to dial a code to automatically request that the Company record a caller's originating telephone number and the date and time of the call as well as the date and time of the user-initiated trace. The information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes. The user does not receive any information regarding the origination of the calls.
14. Caller Identification (Caller ID) displays the name and telephone number of the calling party on a specially designed telephone or a device that the customer attaches to their existing telephone.
15. Anonymous Call Rejection allows a customer to reject calls from callers who are using a blocking option to prevent display of their telephone number. The customer activates or deactivates Anonymous Call Rejection by dialing a pre-assigned code. When Anonymous Call Rejection is activated, callers who have blocked their number will be routed to an announcement which tells the caller that the called party will not accept calls from callers who have chosen to block display of their telephone number. The caller will not be charged for the call.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

2. Custom Calling Features, cont'd.

(A) Descriptions, cont'd.

16. Call Waiting ID allows a customer who subscribes to both Caller ID and Call Waiting to see the name and number of an incoming caller while engaged in a call. The customer must have a specially designed telephone or a Caller ID display unit attached to their existing telephone.

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

Reserved for future use.

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

4. TGEC Communication Co LLC. dba **FreeChoice**

The following services are available within the service territory of AT&T.

(A) FreeChoice Business Products (Voice Only Package)

	CA Business	
	Value 200	Ultimate Value
	\$24.95/per line per month	\$44.95/per line per month
Taxes & Surcharges	Excluded	Excluded
Misc. Call Credit	N/A	N/A
Free 1st Month	Included	Included
Free Local (Zone 1, 2 & 3)	Included	Included
Free Long Distance	200 Minutes	Unlimited
Free On-Net Calls	Included	Included
Free Automatic Price Reduction	N/A	Included
Free 13th Month	Included	Included
Free Voice Mail	3 Months Free, then \$6.50/month	

(B) FreeChoice Residential/Lifeline Products (Voice Only Package)

	CA Residential		CA Lifeline	
	FreeChoice Plus	FreeChoice Ultimate	Lifeline Plus	Lifeline Unlimited
	\$34.95/ per line per month	\$49.95/per line per month	\$19.95/per line per month	\$31.95/per line per month
Taxes & Surcharges	Included	Included	Included	Included
Misc. Call Credit	\$5 credit/line/month			
Free 1st Month	Included	Included	Included	Included
Free Local (Zone 1, 2 & 3)	Included	Included	Included	Included
Free Long Distance	N/A	Unlimited	N/A	Unlimited
Free On-Net Calls	Included	Included	Included	Included
Free Automatic Price Reduction	N/A	N/A	N/A	N/A
Free 13th Month	Included	Included	Included	Included
Free Voice Mail	\$3.99/month			

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

(C) Terms and Conditions

1. Business customers are required to pay all applicable charges. The Company assesses non-recurring service connection charges, monthly recurring charges, as well as end user common line charges and applicable governmentally-imposed surcharges.
2. Rates and charges are as specified within. All rates and charges are subject to such changes and modifications as the Public Utilities Commission of California may, from time to time, direct in the exercise of its jurisdiction.
3. The Company reserves the right to set limitations on high volume usage customers. High volume usage is considered to be usage in excess of 3000 minutes of usage per trunk during a single calendar month. The Company may choose to continue doing business with these customers only under a contract basis, which may involve an additional per minute of use charge or increased flat rate charges per trunk line agreed upon by the customer and the Company. The customer may choose not to do business with the Company.

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

3. TGEC COMMUNICATIONS CO LLC Business Line, cont'd.

(D) Custom Calling Features  
\* Upon Request

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

4. Residential Lifeline Service

(A) Terms and Conditions

1. Lifeline service is provided only to the customer's principal residence. The customer's principal residence comprises the entire portion of the customer's house, flat, apartment, or other dwelling place that is occupied by the customer's family that functions, or individuals who along with the customer function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for Lifeline service.
2. The principal residence of a customer to Lifeline service must not be served by more than one local exchange telephone line.
3. The customer's total household income for the fiscal year in which Lifeline service is provided, including the income of all family members and other individuals who are functioning along with the customer as a single domestic enterprise, must not exceed the following limits:

<b>Household Size</b>	<b>Income Limitation</b>
1-2	\$24,000
3	\$28,200
4	\$34,000
Each additional member	\$5,800

No person who is claimed as a dependent on another person's income tax return is eligible for Lifeline service. The customer's total household income is subject to verification by the California Public Utilities Commission or by the Company.

4. Customers to and applicants for Lifeline service must certify, on a form to be provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline customers annually and at any other time the eligibility criteria change. In the event the Company does not receive a customer's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the customer's service will be changed to measured service. In such case, no change charge will apply.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

4. Residential Lifeline Service, cont'd.
  - (A) Terms and Conditions, cont'd.
5. No deposit or other form of security will be required of an applicant for Lifeline service unless the applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any applicant who was previously a customer of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A customer whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.
6. Recipients of ULTS must notify the Company when they no longer qualify for ULTS or if the service no longer meets the household's needs. Upon receipt of notification, the Company will change the service to the regular tariffed rates for the service furnished. No charge will be applicable for this change in service.
7. If the Company discovers that conditions exist which cause the recipient not to qualify for ULTS, the customer will be notified that the service will be converted to regular tariffed rates, retroactive to the date the customer can prove they became ineligible. If the customer cannot prove when they became ineligible, the Company will bill the customer retroactive to the last certification date. The rate billed will be the difference between the ULTS rate and the regular full rate, and will include nonrecurring charges, if applicable.

1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

4. Residential Lifeline Service, cont'd.

(B) Rates

These rates are applicable to Lifeline local exchange service provided to eligible residential customers.

1.	Basic Exchange Service	
	a. Local Measured Rate Service	\$3.27/per line per month
2.	Measured Rate Service*	
	a. Calls 61 and over	\$0.08/per call
3.	Flat Rate Service	\$6.11/per line per month
4.	Installation Charges	\$10.00
5.	Service Conversion Charges**	\$10.00

Universal Lifeline Telephone Service rates shall be applied to each monthly statement for the months this service is furnished and shall apply only for the duration of this service. In addition to the rates and conditions specific herein, all rules, regulations, charges and rates in conjunction with the services furnished elsewhere in the tariffs are also applicable to the service provided under this schedule.

\* Measured rate service is provided with an allowance of 60 local calls. Local calls over this allowance are provided 24 hours a day at the above rate

\*\* Changes in calls, type or grade of service for qualified Lifeline customers.

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

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1.0 RATE SCHEDULES, cont'd.

**Schedule 3: Local Exchange Services, cont'd.**

**Reserved for future use.**

1.0 RATE SCHEDULES, cont'd.

**Schedule 4: Charges for Access Lines, Labor, and Service Enhancements, cont'd.**

**Maintenance Visit Charges**

Maintenance visit charges apply for time spent on a customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from customer-provided terminal equipment and/or communications systems to the telecommunications network.

The maintenance visit charge will be waived if trouble is found to be in the Company's equipment (e.g., on the Company's side of the demarcation point).

The time period for which the maintenance visit charge is applied will commence when Company personnel arrive at the customer premises and end when work is completed. The rates for maintenance of service vary by time per customer request, as further described in this section.

Business maintenance visit charges apply to all other requests for service.

The minimum charge for a maintenance visit is one hour. The minimum charge for a D-marc or NID move will be 6.25 hours at the Premises Labor Charge for Basic Time with any additional time charged at the additional quarter hour rate.

For purposes of this section, Basic Time refers to the period when services are performed by the Company on business days during regularly scheduled work hours. Overtime refers to the period when services are performed by the Company on business days but outside of regularly scheduled work hours. Premium Time refers to the period when services are performed by the Company on non-business days, such as weekends and Company holidays.

1.0 RATE SCHEDULES, cont'd.

**Schedule 4: Charges for Access Lines, Labor, and Service Enhancements, cont'd.**

3. Maintenance Visit Charges, cont'd.

The following charges may be applied:

- (a) Premises Visit Charge – Applies to each trip to the customer's premises for work performed or trouble identified on the customer's side of the demarcation point. The charge will also apply when no trouble is found. The Premises Visit Charge is waived if trouble is found to be in the Company's equipment (e.g., on the Company's side of the demarcation).
- (b) Premises Labor Charge – Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premises Labor Charges apply during regularly scheduled work hours (8:00 a.m. to 5:00 p.m. Monday through Friday).
- (c) Missed Appointment Charge – Applies to each customer's request for a premises visit when the customer or an adult consenting to the work being done is not available to allow access for the technician.
- (d) Equipment Pick Up Charge – Applies to each trip to pick up company-owned equipment after a customer's disconnection order has been placed, and the customer has not made the equipment available for pick up. The Company shall make two attempts to pick up equipment. If the customer fails to make the equipment available for pick up by the second premises visit, the customer shall be charged for the equipment.



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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

**Reserved for future use.**

1.0 RATE SCHEDULES, cont'd.

Schedule 5: Directory Services (N)

1. Directory Assistance

(A) A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

(B) A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator.

(C) A charge applies per request. No call allowance applies.

Rate per request: \$1.50

(D) A charge applies for each request made to the Directory Assistance operator in which the operator completes the call to the desired number.

Rate per completed call: \$1.50

2. Directory Listings

A single main listing is provided free of charge in the alphabetical (white) section of the telephone directory published by the dominant local exchange service provider for each customer of record. Non-published listings are not listed in the directory or in the Directory Assistance records. Directory Assistance Listing Service does not list the customer's telephone number in the directory, but it may be obtained through Directory Assistance. Changes and/or additions to directory listings may incur applicable Service Connection Charge.

	Business	Residence
Nonrecurring charge, per additional listing	\$6.00	
Nonrecurring charge, per changed listing	\$6.00	
Monthly recurring charge, per additional listing	\$2.75	
Monthly recurring charge, non-published service	\$0.28	
Directory Assistance Listing Service	N/A	

1.0 RATE SCHEDULES, cont'd.

Schedule 6: Operator Services

1. Operator Assistance

Local calls may be completed or billed with the live or mechanical assistance of the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Calls may be placed on a station-to-station basis or to a specified party (person-to-person) or designated alternate. Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

A charge will also apply when:

1. The operator verifies that the line is busy;
2. The operator verifies that the line is available for incoming calls;
3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency;
2. The conditions are other than those specified within, preceding.

Busy line verification and emergency interrupt service is furnished where and to the extent that facilities permit. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person. Charges for verification and interruption may be billed to a third number or a calling card.

In addition to charges which would otherwise apply pursuant to other sections of this tariff, each operator handled call will be assessed a charge as follows:

1.0 RATE SCHEDULES, cont'd.

**Schedule 6: Operator Services**

1. Operator Assistance, cont'd.

Rates

Person-to-Person (operator dialed)	N/A
Station-to-Station (operator dialed sent-paid, non-customer dialed credit card)	N/A
Billed to LEC calling card	
-Customer-dialed	N/A
-Operator-dialed	N/A
Busy Line Verification	N/A
Emergency Interrupt*	N/A

\*For interruption of a line, both the Busy Line Verification and Emergency Interrupt charges will be billed.

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

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1.0 RATE SCHEDULES, cont'd.

## 2.0 RULES

### No. 1 Definitions

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

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

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

**CARRIER OR COMMON CARRIER** - See Interexchange Carrier.

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

**CHANNEL** - A communications path between two or more points of termination.

**COMMUNICATIONS SYSTEM** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

**COMPANY** -TGEC

**CUSTOMER** - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of services.

**DUAL TONE MULTIFREQUENCY (DTMF)** - Tone signaling, also known as touch tone signaling.

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

2.0 RULES, cont'd.

No. 1 Definitions, cont'd.

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

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

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

**HOLIDAY** - Holiday service will be offered by TGEC COMMUNICATIONS CO LLC on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**INTEREXCHANGE CARRIER (IC)** - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**INTERSTATE COMMUNICATIONS** - Any communications which cross over a state boundary. Interstate Communications includes interstate and international communications.

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

**LOCAL ACCESS AND TRANSPORT AREA (LATA)** -A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

2.0 RULES, cont'd.

No. 1 Definitions, cont'd.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MAJOR RATE INCREASE – A rate increase that is greater than the Minor Rate as defined below.

MINOR RATE INCREASE – A rate increase that is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected services' rates. Increase 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 that exceeds either parameter above, then the filing shall be treated as a Major Rate increase.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

TGEC COMMUNICATIONS CO LLC - Used throughout this tariff to refer to TGEC or the Company.

TGEC COMMUNICATIONS CO LLC GATEWAY – An TGEC COMMUNICATIONS CO LLC collocation facility location.

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

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

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

2.0 RULES, cont'd.

No. 1 Definitions, cont'd.

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

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

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

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

2.0 RULES, cont'd.

No. 2 Description of Service

Data service is offered to business customers pursuant to the terms and conditions of this tariff for purposes of the transmission of information and data services that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of transmitted information, provide additional, different, or restructured information, or permit interaction with stored information.

Voice service is offered to residential and business customers on a resale basis pursuant to the terms and conditions of this tariff.

Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff.

Services offered pursuant to this tariff are available 24 hours per day, seven days per week and are subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

2.0 RULES, cont'd.

No. 3 Application for Service

Service is installed by arrangement between TGEC COMMUNICATIONS CO LLC and the Customer.

- (A) Customers desiring to obtain Service may complete a Service application provided by Company or provide oral agreement with a Customer Service Representative of the Company.
- (B) Cancellation of Application for Service:  
Where the Customer or applicant cancels an application for service prior to the receipt of final order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

- (C) Cancellation of Service:  
The Customer may have service discontinued upon verbal or written notice to the Company on or before the date of disconnection. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.
- (D) Termination Liability:  
Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:
  - 1) TGEC and FreeChoice products are delivered without agreement; therefore without applicable terms.

**TGEC Communication Co LLC  
6855 Tujunga Avenue  
North Hollywood, CA 91605**

**Schedule Cal. P.U.C. No 3-T  
Cal. P.U.C. Title Sheet**

2.0 RULES, cont'd.

No. 4 Contracts

Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings. Customer and Company can enter into a contract for business data services. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of their effective date. Each contract offering will be filed with and approved by the Commission prior to being offered.

2.0 RULES, cont'd.

No. 5 Special Information Required On Forms

(A) Customer Bills

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

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 on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

2.0 RULES, cont'd.

No. 5 Special Information Required On Forms, cont'd.

(A) Customer Bills, cont'd.

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from TGEC. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102 or 320 West 4th Street, Suite 500, Los Angeles, California 90013. 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 Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

2.0 RULES, cont'd.

**No. 6 Establishment and Re-establishment of Credit**

TGEC COMMUNICATIONS CO LLC may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. TGEC COMMUNICATIONS CO LLC may deny service to Customers who do not provide the requested information or who fail to meet TGEC COMMUNICATIONS CO LLC's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, TGEC COMMUNICATIONS CO LLC may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

2.0 RULES, cont'd.

No. 7 Deposits

- (A) The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- (B) A deposit may be required and will be based upon twice the average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- (C) At such time as the provision of the service to the Customer is terminated, the Company will return the deposit within thirty (30) days. After the Customer has established a one year payment record, such deposit will be refunded to the Customer.
- (D) In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. However deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for non-payment of bills in a 12 month period. Deposits held will accrue interest which is set at the 3-month commercial paper rate published by the Federal Reserve Board.
- (E) If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to either non-payment, disconnection or both, the Customer shall be required to pay an additional deposit upon request.

2.0 RULES, cont'd.

No. 7 Deposits, cont'd.

- (F) A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

No. 8 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service.

Notice provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of major increases in rates shall be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice shall be required for minor rate increases or for 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 consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

- (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.

2.0 RULES, cont'd.

- (2) Notice by the Company  
Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for the Company.

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

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

2.0 RULES, cont'd.

- C. Change in Ownership or Identity Notice  
The company shall notify its Customers in writing of a change in ownership or identity of the Customer's service provider on the Customer's next monthly billing cycle.
  
- D. Rules for Company Notices  
Notices the Company sends to Customers, or the Commission, shall be legible size and printed in a minimum point size type of 10 and are deemed made on the date of presentation.

2.0 RULES, cont'd.

**No. 9 Rendering and Payment of Bills**

- (A) The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by TGEC COMMUNICATIONS CO LLC All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within two years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- (C) In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month for FreeChoice and TGEC Communications Co LLC products. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the customer and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by the court or by CPUC.
- (C) The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- (D) Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (a) Universal Lifeline Telephone Service (ULTS) billings; (b) charges to other certificated carriers for services that are to be resold; (c) coin sent paid telephone calls (coin in box) and debit card calls; (d) customer-specific contracts effective before 9/15/94; (e) usage charges for coin-operated pay telephones; (f) directory advertising; and (g) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (a) directory advertising and sales; (b) terminal equipment sales; (c) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (dba AT&T California) tariffs.

2.0 RULES, cont'd.

**No. 9 Rendering and Payment of Bills, cont'd.**

- (E) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the LEC). An additional exception for back billing is permitted for a period of one and one-half years in cases involving toll fraud.
- (F) The Customer will have the option of obtaining their bills electronically, via the Internet. The electronic bill will contain all required call detail information as required by Commission rules.
1. Customers will receive, via electronic mail (e-mail), a remittance page that will summarize the total charges due, and serve as a reminder that the current month's detailed bill is available for viewing.
  2. Customers have the option to pre-pay for service.
  3. A Customer electing electronic billing will not receive a paper bill. At any time, the Customer may call the Company's Customer Service Department at 1-877-732-8286 to request a paper copy of their bill.
  4. Customers wishing to discontinue taking electronic billing shall notify Company and Company will, without penalty, provide paper billing as set forth below.
- (G) The customer will have the option of paying their bills electronically through Company's automatic payment service, in which the total amount of the bill is automatically deducted on the due date from customer's checking or savings account at a bank, credit union, or savings and loan. Customer may call the Company's Customer Service Department at 1-877-732-8286 to request more information.

2.0 RULES, cont'd.

**No. 10 Disputed Bills**

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

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 by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may be subject to disconnection if the Company has provided the Customer with seven (7) days written notice of such delinquency and impending termination.
3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC 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 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
4. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

2.0 RULES, cont'd.

**No. 10 Disputed Bills, cont'd.**

5. The addresses of the CPUC are as follows:  
In the case of a billing dispute or other complaint which is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the Public Utilities Commission of the State of California at either of the following locations:

California Public Utilities Commission  
Consumer Affairs Branch  
California State Building  
505 Van Ness Avenue  
San Francisco, California 94102

(415) 703-1170  
(800) 649-7570  
(415) 703-2032 TDD

or

California Public Utilities Commission  
Consumer Affairs Branch  
State Office Building  
320 West 4th Street, Suite 500  
Los Angeles, California 90013

(800) 649-7570

2.0 RULES, cont'd.

**No. 11 Discontinuance and Restoration of Service**

- (A) A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
- (B) The Company may discontinue service to the Customer without liability by providing seven (7) days written notice for:
  - 1) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
  - 2) Non-payment of bills for telephone service.
  - 3) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
  - 4) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (C) The Company may discontinue service to the Customer without liability and without notice in the event of:
  - 1) Customer use of the equipment or network in such as manner as to adversely affect the Company's equipment or the Company's service to others.
  - 2) Tampering with the equipment furnished and owned by the Company.
  - 3) Unauthorized or fraudulent use of the service.

2.0 RULES, cont'd.

**No. 11 Discontinuance and Restoration of Service, cont'd.**

- (D) Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.
- (E) The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.
- (F) See also Rule No. 3.

2.0 RULES, cont'd.

**No. 12 Optional Rates and Information to be Provided the Public**

Customers will be promptly notified of new, revised or optional rates available to them from TGEC COMMUNICATIONS CO LLC Pertinent information regarding TGEC COMMUNICATIONS CO LLC's service is available upon request and open to public inspection by inquiring in person or writing to:

TGEC  
6855 Tujunga Avenue  
North Hollywood, CA 91605

All optional rate plans will be filed with and approved by the Commission prior to their actual offering.

**No. 13 Temporary Service**

TGEC does not provide Temporary Service.

2.0 RULES, cont'd.

**No. 14 Continuity of Service**

- (A) Credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Section 3.1, herein. It shall be the obligation of the Customer to notify the Carrier of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Carrier.
  
- (B) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**No. 15 Extensions**

Extension service is not offered by TGEC COMMUNICATIONS CO LLC

2.0 RULES, cont'd.

**No. 16 Service Connections and Facilities on Customers' Premises**

- (A) Service furnished by TGEC COMMUNICATIONS CO LLC may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by TGEC COMMUNICATIONS CO LLC is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.0 RULES, cont'd.

**No. 17 Measurement of Service**

When charges for calls are mileage sensitive, airline mileage is computed as described below. Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\frac{(V1-V2)^2+(H1-H2)^2}{10}$$

1.0 RULES, cont'd.

**No. 18. Services for the Deaf and Disabled**

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges, by GTE of California in GTEC exchanges, by Roseville Telephone Company in Roseville Telephone exchanges, and by Citizens Utilities in Citizens Utilities exchanges.

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing 7-1-1.

- (A) Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff. Local calls made via the California Relay Service are provided at no charge.
- (B) The following calls may not be placed through the Relay Service:
  - 1. calls to informational recordings and group bridging service;
  - 2. calls to time or weather recorded messages;
  - 3. station sent paid calls from coin telephones; and
  - 4. operator-handled conference service and other teleconference calls.

2.0 RULES, cont'd.

**No. 18 Services for the Deaf and Disabled, cont'd.**

(C) Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property whatsoever, whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

2.0 RULES, cont'd.

**No. 19 Emergency Telephone Number Service (911 Service)**

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

2.0 RULES, cont'd.

**No. 20 Change of Service Providers**

- (A) Solicitation of Customer Authorization for Service Termination and Transfer  
Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5 and be legibly printed in at least 10 point type. A penalty or fine of up to \$500.00 may apply for each violation of this rule.
- (B) Unauthorized Service Termination and Transfer  
The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. A penalty or fine of up to \$500.00 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code §2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

2.0 RULES, cont'd.

**No. 21 Privacy**

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to Non-published numbers, the Company will release information that is customarily provided in a Customer directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs directed towards low-income Customers.

2.0 RULES, cont'd.

**No. 21 Privacy, cont'd.**

1. Section 2891

The following section shall apply if, and when the Company offers service to residential consumers.

(A) The Company shall not make available to any other person or corporation, without first obtaining the residential Customer's consent, in writing, any of the following information:

1. The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions in Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.
2. The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility Customers.
3. The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.

2.0 RULES, cont'd.

**No. 21 Privacy, cont'd.**

1. Section 2891, cont'd.

(A), (continued)

4. Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

(B) Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.

(C) Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.

(D) Every violation of this Rule is grounds for civil suit by the aggrieved residential Customer against the Company and its employees responsible for the violation.

2.0 RULES, cont'd.

**No. 21 Privacy, cont'd.**

1. Section 2891, cont'd.

- (E) For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customers of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.
- (F) The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or Non-published access number.
- (G) A Customer may waive all or part of the protection provided by this section through written notice to the Company.

2.0 RULES, cont'd.

**No. 21 Privacy, cont'd.**

2. Section 2893

- (A) Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.
- (B) There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.
- (C) The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.
- (D) Section 2893 does not apply to any of the following:
  - 1. An identification service which is used within the same limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.
  - 2. An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number (911).
  - 3. Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.
  - 4. Any identification service provided in connection with any toll free or "900" access code telephone service until the Company develops the technical capability to comply with Para. (A) as determined by the CPUC.

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2.0 RULES, cont'd.

**No. 22 Directories**

The Company will not make printed directories available to Customers. Such directories may be supplied by the incumbent local exchange carrier or other third party.

2.0 RULES, cont'd.

**No. 23 Non-published Service**

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

(A) Agencies Authorized to Receive Non-published Information

- (1) Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
- (2) An agency of the federal government which is lawfully authorized to:
  - (a) Conduct investigations or make arrests for violations of the criminal laws of the United States;
  - (b) Prosecute violations of the criminal laws of the United States;
  - (c) Enforce civil sanctions which are ancillary to criminal statutes;
  - (d) Conduct investigations into matters involving the national security of the United States;
  - (e) Protect federal or foreign officials;
  - (f) Protect public health and safety;
  - (g) Conduct emergency rescue operations.

2.0 RULES, cont'd.

**No. 23 Non-published Service, cont'd.**

- (A) Agencies Authorized to Receive Non-published Information, cont'd.
  - (2) An agency of the federal government which is lawfully authorized to:  
(continued)
    - (h) Any public health agency of the State of California or of a city, county, or other local government.
    - (j) County or city 911 projects.
    - (k) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
    - (l) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
    - (m) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

2.0 RULES, cont'd.

**No. 23 Non-published Service, cont'd.**

- (B) Procedure for Release of Non-published Information to Authorized Agencies
  - (1) A telephone company shall only provide Non-published information to persons within agencies who are either:
    - (a) 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;
    - (b) Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation;
    - (c) Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding;
    - (d) Employees of a county or city 911 project when acting in an official capacity;
    - (e) Employees of an agency listing 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.

2.0 RULES, cont'd.

**No. 23 Non-published Service, cont'd.**

- (B) Procedure for Release of Non-published Information to Authorized Agencies, cont'd.
- (2) Non-published 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 Non-published information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, Non-published information. The written request for the Non-published information must be signed by the head of the agency or by a previously designated person and the request must state that the Non-published information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
  - (3) Non-published information shall also be released by a telephone 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 Non-published information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, Non-published information. The telephonic request for Non-published information must be made by the head of the agency or by one of the previously designated persons.
  - (4) The Non-published information requested by telephone shall be provided by the company only on a call back verification basis.
  - (5) The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

2.0 RULES, cont'd.

**No. 23 Non-published Service, cont'd.**

(C) Notification to Customer

- (1) The telephone company shall not notify the Customer regarding the release of the Customer's Non-published information unless the Customer contacts the Company and specifically requests to know whether their Non-published information has been released.
- (2) When a Customer inquires of the Company whether their Non-published information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of Non-published information, the Customer will receive no communication from the Company.
- (3) If the requesting agency certifies that disclosure to a Customer about the release of his or her Non-published information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.
- (4) The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the Non-published information and the information released.

2.0 RULES, cont'd.

No. 23 Non-published Service, cont'd.

(C) Notification to Customer, (continued)

- (6) 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 Non-published information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.
  
- (D) Exception for Health Officers  
No notification shall ever be made to a Customer that Non-published information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.
  
- (E) Release of Information to Interexchange Carriers - The Company will provide Non-published information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.
  
- (F) Retention of Records - All written documents pertaining to Non-published 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 of nondisclosure expires.
  
- (G) Unsolicited Telephone Efforts - The Company will not contact Non-published residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

2.0 RULES, cont'd.

**No. 24 Legal Requirements for Refusal or Discontinuance of Service**

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 a 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.

2.0 RULES, cont'd.

**No. 24 Legal Requirements for Refusal or Discontinuance of Service, cont'd.**

"Appendix B", cont'd.

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 Customer, 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 Customer 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 Customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

2.0 RULES, cont'd.

**No. 24 Legal Requirements for Refusal or Discontinuance of Service, cont'd.**

6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or Customer, 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 Customer. 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 Customer 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.

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2.0 RULES, cont'd.

**No. 25 Blocking Access to 900 and 976 Information Services**

At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-percall telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered.

2.0 RULES, cont'd.

**No. 26 Demarcation Points**

(A) Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

(B) Local Loop Demarcation Point

(1) The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intra-building network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

(2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

2.0 RULES, cont'd.

**No. 26 Demarcation Points, cont'd.**

(B) Local Loop Demarcation Point, cont'd.

(3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

(4) Exceptions:

(a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.

(b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.

(c) Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.

2.0 RULES, cont'd.

**No. 26 Demarcation Points, cont'd.**

(B) Local Loop Demarcation Point, cont'd.

4. Exceptions, (continued)

- (d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
- (e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- (f) Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

2.0 RULES, cont'd.

**No. 26 Demarcation Points, cont'd.**

(C) Intrabuilding Network Cable Demarcation Point

- (1) The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
- (2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
- (3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

(D) Inside Wire Demarcation Point

- (1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- (2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

2.0 RULES, cont'd.

**No. 26 Demarcation Points, cont'd.**

(E) Continuous Property

(1) Continuous Property is land which is:

- (a) wholly owned by a single individual or entity, regardless of whether the owner leases<sup>10</sup> all or a portion(s) of the property to another and
- (b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare<sup>11</sup> or the property of another.

(2) There are three basic types of Continuous Properties:

- (a) Single-tenant commercial in which one owner or tenant occupies all building.
- (b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists. <sup>10</sup> The property retains its character as a Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

<sup>11</sup> A "public thoroughfare" is a street, road, or other means of passage across a property which is not subject to restrictions on ingress, egress, or boundaries.

2.0 RULES, cont'd.

**No. 26 Demarcation Points, cont'd.**

(E) Continuous Property, cont'd.

(2) There are three basic types of Continuous Properties:, (continued)

(c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis. Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common<sup>12</sup> do not constitute Continuous Property.

(3) Continuous Property

(a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.

(b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

<sup>12</sup> Such as townhomes and homes in gated communities.

2.0 RULES, cont'd.

**No. 26 Demarcation Points, cont'd.**

(E) Continuous Property, cont'd.

- (4) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.
- (5) The INC and Inside Wire Demarcation Points are located as described above.
- (6) At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

2.0 RULES, cont'd.

**No. 27 Presubscription**

Utility's implementation plan for intraLATA presubscription will be accomplished pursuant to the full 2 PIC methodology, which permits customers to presubscribe to a telecommunications carrier for all interLATA calls and to presubscribe to another telecommunications carrier for all intraLATA toll calls.

IntraLATA pre-subscription will be offered by Utility without balloting of subscribers.

The charges for intraLATA primary interexchange changes will be as follows:

- (A) The non-recurring charge for intraLATA PIC changes shall be equal to the Utility's charge for interLATA PIC changes;
- (B) If a customer changes both his/her interLATA and intraLATA PICs at the same time and to the same long distance carrier, Utility will bill the customer the full non-recurring interLATA PIC change charge and one-half of the intraLATA PIC change charge. Both full non-recurring PIC change charges shall be levied when an intraLATA PIC change is ordered separately from an interLATA PIC change, or where a customer presubscribes to different carriers for his/her interLATA and intraLATA toll service at the same time.

Customers who do not affirmatively select an intraLATA PIC will not be presubscribed to any carrier. Instead customers will be required to place intraLATA toll calls on a 10XXX basis until they select a carrier on a presubscribed basis.

Utility will handle inbound calls in the following manner for one year following implementation of intraLATA presubscription:

- (A) In dealing with a carrier's service representative, customers who raise the subject of intraLATA presubscription shall be advised that they have a choice of service providers for intraLATA services, including Utility;
- (B) If a customer has not yet decided upon a specific carrier, the service representative will provide the customer with a list of available carriers from a list (in random order) of those carriers that subscribe to Utility's equal access service. The choices will be read in the order they appear on the list.

2.0 RULES, cont'd.

**No. 28 Non-Sufficient Funds Charge**

When payment of a bill or deposit is made by check, and the check is returned unpaid for any reason, a charge of \$20.00 will apply for each returned check. This charge will apply on a per check returned basis only, regardless of the number of accounts to which payments were applied.

**No. 29 Discounts for Qualifying Public Service Agencies**

Pursuant to Commission Decision No. 96-10-066 and Resolution T-16542, the Company may provide certain services at discounted rates to qualified public service agencies. The provision of discounted services is contingent on the continued availability to the Company of funding from the California Teleconnect Fund established by that decision. Eligibility criteria and the identification of services and discounts available under this rule are as specified below. Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

If the Executive Director of the California Public Utilities Commission (CPUC) determines that there are insufficient funds to reimburse the Utility for its claims against the California Teleconnect Fund, the CPUC will promptly inform the Utility concerning this condition and direct the Utility to suspend the offering of applicable discounted rates to qualifying schools, libraries, government organizations on a schedule consistent with fund balances and Utility claims and with appropriate prior notice to customers.

The customer's bill will reflect the pre-discount price (tariffed or negotiated/contract rate), a lump sum dollar amount for the E-Rate discount (if applicable), and a lump sum dollar amount for the California Teleconnect Fund Program discount. These amounts will be reflective of the percentage discount offered by Federal and State programs.

The Utility will be reimbursed from the California Teleconnect Fund for the difference between tariffed rate and the discounted rate, or if the rate negotiated is below the tariffed rate for businesses for such services, the Utility will be entitled to the sum that represents the percentage discount off the negotiated rate.

**A. Qualifying Schools and Libraries**

Public or nonprofit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, and libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 U.S.C § 335c, et seq.), shall be entitled to receive, if offered by the Company under its tariff at the time service is requested, all measured business service lines, Switched 56 lines, ISDN, DSL T-1, DS-3 and up to and including OC-192 services, or their functional equivalents at rates that are 50% below the tariff rates charged to other business for those services.

2.0 RULES, cont'd.

**No. 29 Discounts for Qualifying Public Service Agencies, cont'd.**

- B. **Qualifying Hospitals and Health Clinics**  
Municipal, county government or hospital district owned and operated hospitals and health clinics shall be entitled to receive, if offered by the Company under its tariff at the time service is requested, all measured business service lines, Switched 56 lines, ISDN, DSL, T-1, DS3 and up to and including OC-192 services or their functional equivalents at rates that are 50% below the tariff rates charged to other business for those services.
  
- C. **Qualifying Community Based Organizations**  
Organizations described in 26 U.S.C. §§ 501(c)(3) or 501 (d) that offer health care, job training, job placement, educational instruction or community technology programs shall, upon furnishing proof of such qualifications, be entitled to receive, if offered by the Company under its tariff at the time service is requested, all measured business service lines, Switched 56 lines, ISDN, DSL, T-1, DS3 or up to and including OC-192 services or their functional equivalents at rates that are 50% below the tariff rates charged to other businesses for those services.
  
- D. **Certain services have been determined to be functional equivalents for the purposes of this rule. The discount applies to all recurring charges for services greater than 200 Mbps.**

### 3.0 GENERAL REGULATIONS

#### 3.1 Liability

- (A) The Company concurs in the Limitations of Liability as filed in the Pacific Bell Tariff California P.U.C. No. A2, as amended in stating:
- a. **Disclaimer of Warranties and Liability** – TGEC makes no express or implied warranty and disclaims any warranties of merchantability, fitness for a particular purpose, title, non-infringement or those arising from usage of trade or course of dealing. Further TGEC makes no warranty that telephone calls or other transmissions will be correctly routed or completed without error or interruption (including calls to 911). Furthermore, TGEC makes no warranty regarding: (i) network security, (ii) the encryption employed by any service, (iii) the integrity of any data that is sent, backed up, stored or load balanced, (iv) that services will be uninterrupted or error-free. TGEC is not liable for any damages relating to: (i) interoperability, (ii) access to or interconnection of the services with applications, equipment, services, content or networks provided by you or others, (iii) service defects, (iv) service levels, delays or interruptions unless specifically provided otherwise in the service agreement, (v) any interruption or error in routing or completing calls or other transmissions (including 911 calls), (vi) lost or altered transmissions, (vii) unauthorized access to or theft, alteration, loss, or destruction of your or others' applications, content, data, network or systems.
  - b. **Limitation of Liability** - TGEC shall have no liability for mistakes, omissions, interruptions, delays, errors or defects in a service that is caused by your negligence. AT&Ts entire liability, and your exclusive remedy, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the services not caused by your negligence, shall not exceed an amount equal to the proportionate charge to you for the affected service for the period during which such mistake, omission, interruption, delay, error or defect occurred and continued. In no event shall any other liability be attached to TGEC.
  - c. **Consequential Damages** - Neither party will be liable to the other party under any circumstance for any indirect, incidental, consequential, punitive or special damages.

3.0 GENERAL REGULATIONS, cont'd.

**3.2 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. The Company may decline applications for service to or from a location which is more than 300 feet distant from existing facilities owned by the Company, where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

3.0 GENERAL REGULATIONS, cont'd.

3.3 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

3.0 GENERAL REGULATIONS, cont'd.

**3.3 Use of Service, cont'd.**

(E) Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

3.0 GENERAL REGULATIONS, cont'd.

**3.4 Responsibilities of the Customer**

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

3.0 GENERAL REGULATIONS, cont'd.

**3.5 Special Arrangements and Construction**

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates and charges for Special Arrangements or Special Construction will be offered to the Customer in writing and on a non-discriminatory basis and shall be subject to the provisions of General Order No. 96-A.

Where the Company furnishes a facility or service under a Special Arrangement or Special Construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) a combination thereof.

(A) Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

1. cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
  - a) installation of equipment and materials provided or used,
  - b) engineering, labor and supervision during construction,
  - c) transportation of materials, and
  - d) rights of way required for transmission facilities;
2. cost of maintenance;
3. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. license preparation, processing and related fees;
6. tariff preparation, processing and other related regulatory fees;
7. any other identifiable costs related to the facilities provided; and
8. an amount for return and contingencies.

3.0 GENERAL REGULATIONS, cont'd.

**3.5 Special Arrangements and Construction, cont'd.**

(B) Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

1. The termination liability period is the estimated service life of the facilities provided.
2. The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 3.5.(A).
3. The applicable termination liability will be calculated based on the following:
  - a) Multiplying the sum of the amounts determined as set forth in Section 3.5.B.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
  - b) The amount determined in 3.5.B.2.a preceding shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.
  - c) The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

3.0 GENERAL REGULATIONS, cont'd.

**3.6 Non-routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**4.0 PROMOTIONS**

**4.1 Promotional Offerings - General**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. No promotion will be offered until it is filed with and approved by the CPUC.

**TGEC Communication Co LLC  
6855 Tujunga Avenue  
North Hollywood, CA 91605**

**Schedule Cal. P.U.C. No 3-T  
Cal. P.U.C. Title Sheet**

4.0 PROMOTIONS, cont'd.

**TGEC Communication Co LLC  
6855 Tujunga Avenue  
North Hollywood, CA 91605**

**Schedule Cal. P.U.C. No 3-T  
Cal. P.U.C. Title Sheet**

4.0 PROMOTIONS, cont'd.

Advice Letter No.:75  
Decision No.: 02-02-033

Issued by: Raphael Tarpley  
Regulatory Compliance Clerk

Date Filed February 25, 2010  
Effective: February 1, 2010



5.0 SAMPLE FORMS (cont'd)

TGEC Communications Co LLC dba FreeChoice - Order Form (Back)

TERMS OF SERVICE AGREEMENT

CUSTOMER AGREES TO BE BOUND BY THIS TERMS OF SERVICE AGREEMENT BY REQUESTING, ACTIVATING, AND/OR USING FREECHOICE TELEPHONE SERVICE.

1. Services. Service is provided on a month-to-month basis. Service can be terminated by Customer with verbal notice, and Customer will be responsible for all charges accumulated through the end of the billing cycle. Service is installed/converted with 900/976 blocking and collect call blocking. Listing will be converted "as is" for conversions; non-published for new installations. Service is restricted to Voice Calling Only. Excludes auto-dialing, telemarketing, call center, Internet access (dial-up), and any use not consistent with residential voice service (up to 5,000 min./line/month on local & domestic long distance.)
2. Right to Rescind Order. Customer has the right to rescind the original order for service at anytime within 72 hours after a salesperson visits your home and receives an order from you in your home. You will receive a full refund of any payments from the sales person. FREECHOICE will hold a customer's activation fee for 72 hours prior to processing. Persons who sign up for service by contacting the company by a method other than a home visit do not have the 72-hour right to rescind.
3. Emergency Service Activation. Customers who are qualified for a 72-hour waiting period, and need emergency service activation have the right to waive the 72-hour waiting period and as such, lose the right to rescind the original order.
4. Refund of Activation Fee. FREECHOICE will refund any payment made by the customer in the following circumstance: Service cannot be offered by FREECHOICE in the area requested on the Customer original activation order.
5. Service Activation. FREECHOICE shall attempt to activate the service with 72 hours after our provisioning department receives the original order. Customers who sign with outside agents and/or payment stations can expect a 24 hour delay in those processing times to allow for the original order to be received by FREECHOICE. Service activation is considered to be complete when the service is active at the Network Interface Device. Customers can run a self test for service activation by plugging an analog telephone into the space provided in the Network Interface Device (NID) to check for active service.
6. Inside Wire Issues. FREECHOICE is not responsible for problems arising from wiring issues between the NID and the customer owned equipment. For example, if a light switch or faucet in your home is not working properly, you do not call the power or water company, you call an electrician or a plumber. FREECHOICE can provide at customer request a telephone repair technician at a reduced rate of \$75.00 to insure working, telephone service at a minimum of one jack within the customer's premises. Customer will pay the technician at the time of service. Inside Wiring-Tech Charges are payable directly to technician; all work and charges are between customer and independent technician.
7. Deposit requirements. FREECHOICE does not require customers to pay a deposit prior to activation, but FREECHOICE reserves the right to require a deposit from a customer who consistently does not pay the monthly service charges in a timely manner.
8. Activation Fee. All customers pay an activation fee prior to activation of service. This is a fee that becomes non-refundable once service is activated. Customers who need new service pay an activation fee and receive their first month of service at no charge. Customer who are converting their service to FREECHOICE pay a lesser activation fee and receive up to two weeks of free service.
9. Billing and Invoices. FREECHOICE will provide our customers with an invoice, which will arrive approximately fourteen (14) days in advance of the due date. The bill is due on the date written on the invoice and should be paid on that date. Payments made after the due date may be subject to a late fee and shall receive a notice that the account is subject to suspension, disconnection, and the loss of telephone number. FREECHOICE will work with the customer by making arrangements past the due date, however additional charges may apply.
10. Payment of Charges. Customer is responsible for the service, which has access to the service and payment of all charges associated with the service regardless of who uses the service. These charges include, but are not limited to, monthly service fees, long distance charges, directory and third-party charges, repair, transfer, and change charges, Federal, State, and Local governmental taxes and fees.
11. Long Distance. Customers have the right to choose a long distance carrier of their choice as long as the carrier agrees to send a separate bill. FREECHOICE offers an unlimited Long Distance program (up to 5,000 minutes/month/line), which provides unlimited long distance calling in the continental United States.
12. Cancellation by customer. Cancellation may be made at anytime by providing the company a verbal notice, and service will be cancelled within 72 hours of verbal notice. Upon such notice, you will be charged for all amounts accrued through the end of the last full month of Service.
13. Cancellation by FREECHOICE. FREECHOICE will suspend and/or cancel monthly service for non-payment of non-disputed amounts owed by the customer after 15 days of the due date as it appears on the invoice. A reconnect fee of \$50.00 per line applies. Customer may be responsible for inside wiring charges. In addition, a security deposit may be required as well as new phone number(s). FREECHOICE reserves the right to cancel a Customer's service immediately should it be determined that the service is used to commit fraud, and/or other acts in violation of Federal, State, and local laws.
14. LifeLine Activation Fee. For customers signing up under the LifeLine program, activation fee will be allocated as follows: \$10.00 towards connection fee per line; the remainder towards one-time installation charges for feature package.
15. Binding Effect. By requesting or using Service, you represent that you are of legal age and competent to enter into this Agreement. You agree that your request for Service, whether made to FREECHOICE, or any representative or agent of FREECHOICE, makes these terms and conditions as binding upon you as if your hand-written signature were affixed to this document. You confirm and agree that you have read, understood, and agreed to all terms and conditions of this Agreement.

TERMINOS CONTRATO DE SERVICIO

EL Cliente ACUERDA COMPROMETERSE CON ESTOS TERMINOS DE CONTRATO DE SERVICIO AL SOLICITAR, ACTIVAR Y/O UTILIZAR EL SERVICIO TELEFONICO DE FREECHOICE.

1. Servicio. El servicio se provee mensualmente. Usted puede terminarlo mediante notificación y será cobrado todas las cantidades acumuladas hasta el último día del mes completo de servicio. El Servicio es instalado/convertido con bloqueo de 900/976 y bloqueo de llamadas por cobrar. Listas se convertirán "como están" y no publicadas para nuevas instalaciones. El servicio es para Llamadas de Voz Solamente. Excluye marcado automático, acceso a Internet, centro de atención telefónica y cualquier uso que no se ajuste al servicio de voz para uso residencial y comercial (hasta 5,000 minutos mensuales por línea en llamadas locales y larga distancia nacional).
2. Derecho a rescindir de la Orden. El cliente tiene derecho de rescindir de la orden original de servicio en cualquier momento dentro de las primeras 72 horas después que un vendedor visita su casa y recibe una orden de servicio de usted y recibe un reembolso completo del vendedor de cualquier pago. FREECHOICE retendrá el cargo de activación por 72 horas antes de procesarla. Personas que firmen para servicio contactando la compañía por otro método que no sea una visita al hogar no tiene el derecho de 72 horas para rescindir del servicio.
3. Activación de Servicio de Emergencia. Clientes que sean cualificados para el periodo de espera de 72 horas, y necesiten una activación de servicio de emergencia tienen derecho de renunciar al periodo de espera de 72 horas y por tal motivo perder el derecho de rescindir de la orden original de servicio.
4. Reembolso del pago de Activación. Se reembolsara cualquier pago hecho por el cliente en las siguiente circunstancia: El servicio no puede ser ofrecido por FREECHOICE en el lugar solicitado en la Orden de Activación original del cliente.
5. Activación de Servicio. FREECHOICE intentara activar el servicio en 72 horas después que nuestro Departamento de Procesamiento reciba la orden original. Los clientes que firmen con agentes externos y/o estaciones de pago pueden experimentar un retraso de 24 horas en el tiempo de procesamiento para permitir que la orden original sea recibida por FREECHOICE. La activación de servicio es considerada completada cuando el servicio es activo en el "Network Interface Device (NID)" Los clientes pueden hacer una prueba de la activación del servicio conectando un telefono analogo el espacio provisto en el "Network Interface Device (NID)" para verificar el servicio activo.
6. Problemas internos de cables. FREECHOICE no es responsable de problemas que surjan de problemas de cableado entre el NID y el equipo propiedad del cliente. Por ejemplo, si un receptor de luz o grifo no esta funcionando correctamente, usted no llama a la compañía de electricidad o a la de agua, sino que llama a un electricista o a un plomero. FREECHOICE puede proveerle al cliente, si este lo solicita, técnicos de reparación de teléfono a una tarifa minima de \$75.00 mas dependiendo del trabajo que se vaya a realizar para asegurarse de que el servicio telefonico este trabajando con el minimo de una caja de telefono en la propiedad del cliente. El cliente pagara al tecnico en el momento del servicio.
7. Requisitos de deposito. FREECHOICE no le requiere al cliente que pague un deposito previo a la activación, pero FREECHOICE se reserva el derecho de requerir un deposito al cliente que no pague los cargos de servicio mensual de una manera consistente.
8. Cargo por activación. Todos los clientes tienen que pagar un cargo de activación de servicio por adelantado. Este no es un cargo reembolsable una vez el servicio es activado. Los clientes que necesiten un nuevo servicio pagan un cargo de activación y reciben su primer mes de servicio sin cargos. Los clientes que estan convirtiendo su servicio a FREECHOICE pagan un cargo por activación menor y reciben hasta dos (2) semanas de servicio gratis.
9. Cobro y facturación. FREECHOICE proveera a sus clientes con una factura, la cual llegara aproximadamente catorce (14) dias antes de la fecha de vencimiento. El pago vence en la fecha escrita en la factura y debe recibirse en o antes de esa fecha. Los pagos recibidos despues de la fecha de vencimiento, pueden estar sujetos a un cargo por demora y recibir una notificación de suspensión de servicio, desconexion y la perdida del número de teléfono.
10. Pago de cargos. El cliente es responsable por el servicio el que tiene acceso al servicio y el pago de todos los cargos asociados con el servicio independientemente de quien use el servicio. Estos cargos incluyen pero no están limitados a los cargos mensuales de servicio, cargos por larga distancia, directorio y cargos de terceras personas, reparación, transferencia y cargos por cambios e impuestos y cargos Federales, Estatales y gubernamentales.
11. Larga distancia. Los clientes tienen el derecho de elegir un proveedor de larga distancia siempre y cuando este proveedor este de acuerdo en enviar una factura separada. FREECHOICE ofrece un Programa que provee llamadas ilimitadas de larga distancia en Estados Unidos domestico (hasta 5,000 minutos mensuales por línea en llamadas locales y larga distancia nacional).
12. Cancellation por el cliente. La cancelación puede ser hecha en cualquier momento proveyéndole a la compañía una notificación. Una vez efectuada esta notificación, a usted le será cobrado todas las cantidades acumuladas hasta el final del ultimo mes completo de servicio.
13. Cancellation por FREECHOICE. FREECHOICE suspenderá o cancelara el servicio mensual por el no pago de cantidades no reclamadas y debidas por el cliente despues de 15 días de la fecha de vencimiento. Para la reconexión de servicios cortados por falta de pago, el cliente debe pagar por adelantado tanto el total de la cuenta atrasada ademas de un cargo de \$50.00 por reconexión de cada línea. Además se le podría requerir un depósito de garantía y también se le podría cambiar de número(s) telefónico(s). FREECHOICE se reserva el derecho a cancelar el servicio del cliente inmediatamente una vez se determine que el servicio es usado para cometer fraude, y/o otros actos en violación de leyes Federales, Estatales y locales.
14. Activación de Servicio de LifeLine. Para clientes que firmen bajo del programa LifeLine, el cargo de activación sera aplicado a lo siguiente: \$10.00 cargo de conexión por cada línea; el resto sera aplicado a los cargos de instalación para los servicios adicionales.
15. Compromiso Adquirido. El requerir o utilizar nuestro servicio, representa que usted tiene la edad legal y es competente para entrar en este Acuerdo. Usted accede que su solicitud de servicio, ya sea a FREECHOICE o a un representante de FREECHOICE, hace que estos terminos y condiciones comprometan a usted de la misma manera que si su firma escrita estuviera en este documento. Usted confirma y esta de acuerdo en que ha leído entendido y aceptado los términos y condiciones de este acuerdo.

TGEC Communication Co LLC  
 6855 Tujunga Avenue  
 North Hollywood, CA 91605

Schedule Cal. P.U.C. No 3-T  
 Cal. P.U.C. Title Sheet

TGEC Communications Co LLC FreeChoice – Sample Billing



Remittance Section	
Customer Number:	220327
Invoice Number:	1861000
Due Date:	Mar 1, 2010
Amount Due:	\$747.00
Amount Enclosed:	\$

Mail Payment To:  
 Free Choice Communications  
 6855 Tujunga Ave  
 North Hollywood, CA 91605

See Reverse for other Options



Swift Pay ID: NONE



- Please write your customer number on your check(s).
- Make checks payable to Free Choice.
- Check if any change of address and correct on reverse side.

220327 01 1861000



Unless we receive your payment on or before your due date, your credit card will be charged for the amount due. Charges will appear as 'Free Choice Communications'. If payment is not made on time, you will be subject to a \$5 Late fee and your service may be interrupted without further notice requiring a \$75 per line reconnection fee.

↑ Please fold, detach and submit with your payment for proper credit. ↑

Account Information		Bill Period: Through Mar 31, 2010	
Customer Number	Invoice Number	Invoice Date	Due Date
220327	1861000	Feb 15, 2010	Mar 1, 2010

Account Summary

TOTAL DUE	
Previous Balance	\$384.05
Payments Received	-
Adjustments	-
Balance Forward (Due Now)	\$384.05
New Charges	\$362.95
<b>TOTAL AMOUNT DUE</b>	<b>\$747.00</b>

TOTAL NEW CHARGES	
Monthly Charges	\$256.62
Additions & Changes	-
Usage Charges	\$10.03
Other Charges	-
Taxes & Surcharges	\$91.30
Late Fees	\$5.00
<b>Total New Charges</b>	<b>\$362.95</b>

IMPORTANT NOTICE: ACCOUNT IS PAST DUE

As of the date of this invoice we have not received your payment or have been unable to process your payment for the past due amount. Please call us to avoid possible interruption of service. If you have already made payment, please disregard this notice.

Customer Service: 1-877-777-4033  
 Hours: Monday - Friday, 8 am - 6 pm  
 Fax: (818) 623-2301  
[www.freechoicephone.com](http://www.freechoicephone.com)

Promotional Offer



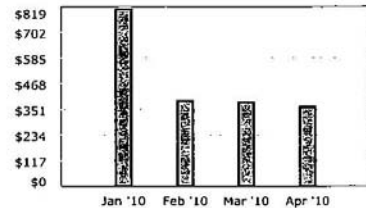
**FREE 13TH MONTH**  
 (with Auto Pay & Being Current)

By maintaining your account current and by enrolling in the Auto Charge (Auto Pay) program using your credit card or checking account, you become eligible to receive the 13th Month FREE.

No checks to write and monthly statements will be provided for your records. Avoid late fees and \$2.50 processing fee. To enroll please check Auto Charge (Option 2) on reverse. Or call us at 1-877-747-FREE (3733). Applies only to Monthly Recurring Charges ("MRC"), i.e. Basic Line Charge, and excludes features, usage and applicable taxes. MRC credit will be based on previous month's MRC.

Your current Free Choice Plan is:  
**VALUELINE**  
 A La Carte

New Charges



Free Plan Minutes Usage

Type	Calls	Minutes	Avg. Min.
Local	1,2	3,054	2.5
Long Distance	37	195	5.3

Long Length Calls (Top 5)

Date	Time	Min	Called # & Place
Dec16	05:42 P	66	(503) 919-9000-Clackam
Dec22	01:08 P	24	(503) 447-0000-North P
Jan09	10:21 A	19	(413) 585-2566-Northam
Jan04	06:06 P	15	(413) 585-2566-Northam
Jan07	07:10 P	13	(732) 946-3773-Holmdel

Note: Local calls are not included above

Frequently Called Numbers (Top 5)

Called Number	Place	Calls	Min
(604) 710-0881	Vancouver BC	6	13
(914) 498-0587	Watkinsville NY	5	8
(360) 681-2644	Sequim WA	4	4
(604) 317-3737	Vancouver BC	4	20
(413) 585-2566	Northampton MA	2	34

Note: Local calls are not included above

Acct #: 220327

A Better Telephone Company Experience • [www.freechoicephone.com](http://www.freechoicephone.com)

TGEC Communication Co LLC  
 6855 Tujunga Avenue  
 North Hollywood, CA 91605

Schedule Cal. P.U.C. No 3-T  
 Cal. P.U.C. Title Sheet

TGEC Communications Co LLC FreeChoice – Sample Billing



**Invoice** (Continued)

220327 - 888 Auto Corp.  
 Invoice Number: 1861000  
 Bill Period: Through Mar 31, 2010

NEW CHARGES DETAIL				\$362.95
Monthly/Addsitions & Changes/Usage Charges				
	Monthly	Add. & Changes	Usage	Amount
408-738-	\$30.68	-	-	
408-738-	\$30.68	-	\$0.08	
408-738-	\$24.18	-	-	
408-738-2	\$30.68	-	\$0.20	
408-738-3	\$30.68	-	\$0.16	
408-746-	\$30.68	-	\$5.66	
408-746-	\$30.68	-	\$1.99	
408-746-	\$24.18	-	-	
408-749-	\$24.18	-	\$0.59	
<b>Total</b>	<b>\$256.62</b>	<b>-</b>	<b>\$8.67</b>	

Charges for: 408-738-

Monthly Charges (3/1/2010 - 03/31/10)		\$30.68
ValueLine A La Carte-Centrex	\$21.85	
Caller ID	\$6.50	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Charges for: 408-738-

Monthly Charges (3/1/2010 - 03/31/10)		\$30.68
ValueLine A La Carte-Centrex	\$21.85	
Caller ID	\$6.50	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Usage Charges \$0.08

Local		64 minute(s)	-
Long Distance			
		2 minute(s)	\$0.08
Date	Time	Min	Amount
1 Jan11	11:47 A	2	\$0.08
			Called Number (412) 726-0981
			Location Pittsburgh PA

Charges for: 408-738-

Monthly Charges (3/1/2010 - 03/31/10)		\$24.18
ValueLine A La Carte-Centrex	\$21.85	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Charges for: 408-738-

Monthly Charges (3/1/2010 - 03/31/10)		\$30.68
ValueLine A La Carte-Centrex	\$21.85	
Caller ID	\$6.50	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Usage Charges \$0.20

Local		406 minute(s)	-
Long Distance			
		5 minute(s)	\$0.20
Date	Time	Min	Amount
1 Dec17	10:48 A	1	\$0.04
2 Jan04	12:30 P	1	\$0.04
3 Jan06	03:53 P	3	\$0.12
			Called Number (541) 232-3345
			Location Eugene OR
			Called Number (914) 498-0587
			Location Wstchsrzn8 NY
			Called Number (914) 498-0587
			Location Wstchsrzn8 NY

Charges for: 408-738-

Monthly Charges (3/1/2010 - 03/31/10)		\$30.68
ValueLine A La Carte-Centrex	\$21.85	
Caller ID	\$6.50	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Usage Charges \$0.16

Local		135 minute(s)	-
Long Distance			
		4 minute(s)	\$0.16
Date	Time	Min	Amount
1 Jan03	12:10 P	1	\$0.04
2 Jan03	12:11 P	1	\$0.04
3 Jan06	03:42 P	2	\$0.08
			Called Number (914) 498-0587
			Location Wstchsrzn8 NY
			Called Number (914) 498-0587
			Location Wstchsrzn8 NY

Charges for: 408-746-

Monthly Charges (3/1/2010 - 03/31/10)		\$30.68
ValueLine A La Carte-Centrex	\$21.85	
Caller ID	\$6.50	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Usage Charges \$5.66

Local		1,628 minute(s)	-
Long Distance			
		100 minute(s)	\$3.90
Date	Time	Min	Amount
1 Dec16	05:42 P	66	\$2.57
2 Dec21	04:48 P	2	\$0.08
3 Dec23	01:01 P	1	\$0.04
4 Dec24	04:58 P	7	\$0.27
5 Dec31	09:57 A	1	\$0.04
6 Jan05	10:19 A	4	\$0.16
7 Jan05	11:12 A	4	\$0.16
8 Jan05	11:21 A	2	\$0.08
9 Jan07	07:10 P	13	\$0.51
			Called Number (503) 919-9000
			Location Clackamas OR
			Called Number (617) 301-0999
			Location Cambridge MA
			Called Number (952) 200-7128
			Location Edina MN
			Called Number (309) 287-4072
			Location Bloomington IL
			Called Number (503) 919-8000
			Location Clackamas OR
			Called Number (252) 223-3999
			Location Newport NC
			Called Number (913) 677-7645
			Location Kansascity KS
			Called Number (786) 380-4198
			Location Miami FL
			Called Number (732) 946-3773
			Location Holmdel NJ

Canadian 1+ \$1.75

Date	Time	Min	Amount	Called Number	Location
1 Dec17	03:28 P	1	\$0.05	(604) 431-9679	Vancouver BC
2 Dec17	04:29 P	6	\$0.30	(416) 239-3332	Toronto ON
3 Dec17	04:35 P	1	\$0.05	(604) 431-9679	Vancouver BC
4 Jan06	08:13 P	6	\$0.30	(604) 317-3737	Vancouver BC
5 Jan06	08:52 P	1	\$0.05	(604) 710-0881	Vancouver BC
6 Jan07	06:16 P	3	\$0.15	(604) 317-3737	Vancouver BC
7 Jan12	11:37 A	1	\$0.05	(604) 710-0881	Vancouver BC
8 Jan12	02:26 P	5	\$0.25	(604) 710-0881	Vancouver BC
9 Jan12	03:23 P	2	\$0.10	(604) 689-4111	Vancouver BC
10 Jan12	04:35 P	1	\$0.05	(604) 710-0881	Vancouver BC
11 Jan14	04:21 P	1	\$0.05	(604) 710-0881	Vancouver BC
12 Jan14	09:59 P	7	\$0.35	(604) 317-3737	Vancouver BC

Local Overage \$0.01

Date	Time	Min	Amount	Called Number	Location
1 Jan06	10:04 A	1	\$0.01	(408) 299-1638	000000000000 CA
2 Jan18	10:13 A	1	\$0.00	(408) 528-0688	000000000000 CA

Charges for: 408-746-

Monthly Charges (3/1/2010 - 03/31/10)		\$30.68
ValueLine A La Carte-Centrex	\$21.85	
Caller ID	\$6.50	
Prescribed IXC Charge	\$1.99	
LNP Fee	\$0.34	

Usage Charges \$1.99

Local		518 minute(s)	-
Long Distance			
		37 minute(s)	\$1.44
Date	Time	Min	Amount
1 Dec16	01:06 P	1	\$0.04
2 Dec22	12:58 P	1	\$0.04
3 Dec22	01:08 P	24	\$0.94
4 Dec28	03:21 P	1	\$0.04
5 Dec28	06:40 P	1	\$0.04
6 Dec28	06:41 P	1	\$0.04
			Called Number (914) 297-6199
			Location Mt Vernon NY
			Called Number (617) 301-0999
			Location Cambridge MA
			Called Number (503) 447-0000
			Location North Pl OR
			Called Number (517) 898-8619
			Location Lansing MI
			Called Number (732) 939-4360
			Location Middletown NJ
			Called Number (732) 946-3773
			Location Holmdel NJ

continued →

continued →  
 Invoice Page 2



TGEC Communication Co LLC  
 6855 Tujung Avenue  
 North Hollywood, CA 91605

Schedule Cal. P.U.C. No 3-T  
 Cal. P.U.C. Title Sheet

TGEC Communications Co LLC FreeChoice – Sample Billing



**Invoice** (Continued)

220327 - 888 Auto Corp.  
 Invoice Number: 1861000  
 Bill Period: Through Mar 31, 2010

Date	Time	Min	Amount	Called Number	Location
7	Jan07	11:29 A	5	\$0.20	(702) 486-4368 Las Vegas NV
8	Jan07	12:04 P	1	\$0.04	(816) 359-3737 Kansascity MO
9	Jan11	12:12 P	2	\$0.08	(832) 310-2999 Crosby TX

Canadian 1+			11 minute(s)	\$0.55		
Date	Time	Min	Amount	Called Number	Location	
1	Jan11	01:11 P	4	\$0.20	(604) 317-3737 Vancouver BC	
2	Jan12	11:39 A	3	\$0.15	(604) 689-4111 Vancouver BC	
3	Jan12	05:09 P	4	\$0.20	(604) 710-0881 Vancouver BC	

Charges for: **408-746-**

Monthly Charges	(3/1/2010 - 03/31/10)	\$24.18
ValueLine A La Carte-Centrex		\$21.85
Prescribed IXC Charge		\$1.99
LNP Fee		\$0.34

Charges for: **408-749-**

Monthly Charges	(3/1/2010 - 03/31/10)	\$24.18
ValueLine A La Carte-Centrex		\$21.85
Prescribed IXC Charge		\$1.99
LNP Fee		\$0.34
<b>Usage Charges</b>		<b>\$0.59</b>

Local	33 minute(s)	-
Long Distance	15 minute(s)	\$0.59

Date	Time	Min	Amount	Called Number	Location
1	Jan04	06:06 P	15	\$0.59	(413) 585-2566 Northampton MA

**Taxes & Surcharges**

Description	Amount
E911	\$1.71
Sunnyvale Telecom Utility Tax	\$5.13
Network Access for Interstate Calling	\$41.85
Federal Universal Service Fund Surcharge - \$0.858	\$8.86
Carrier Access Charges - A	\$15.75
UNEL Surcharges	\$9.00
Federal Telecommunications Relay Service Fund	\$0.95
FCC Common Carrier Regulatory Fee	\$0.91
Federal Universal Service Fund Surcharge	\$1.41
Universal Lifeline Telephone Surcharge	\$2.95
PUC	\$0.46
High Cost Fund B	\$0.64
High Cost Fund A	\$0.33
California Teleconnect Fund (CTF)	\$0.20
California Relay Svcs & Comm. Devices Fund	\$0.51
California Advanced Services Fund	\$0.64
<b>Total</b>	<b>\$91.30</b>

**Late Fees**

Description	Amount
Payment Not Received By 2/5/2010	\$5.00
<b>Total</b>	<b>\$5.00</b>

