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\*ADMITTED IN DC ONLY

April 23, 2018

**Via ECFS (Public Version) and  
Hand Delivery (Confidential Version)**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

**Re: Docket No. 18-73, File No. EB-18-MD-002  
CenturyLink Communications, LLC and Level 3 Communications, LLC  
v. Birch Communications, Inc.**

Dear Secretary Dortch:

Pursuant to the Enforcement Bureau's Notice of Formal Complaint,<sup>1</sup> Birch Communications, LLC ("Birch"), by its attorneys, respectfully submits its Answer and Brief in Support of Answer in response to the Formal Complaint filed by CenturyLink Communications, LLC and Level 3 Communications, LLC on March 23, 2018 in the above-referenced matter.

Birch provides its Answer and Brief in Support of Answer in accordance with the *Protective Order* previously adopted in this proceeding.<sup>2</sup> Specifically, Birch provides a REDACTED version of its Answer and Brief in Support of Answer via ECFS, and a CONFIDENTIAL version of its Answer and Brief in Support of Answer in hard copy to the Secretary's Office.

<sup>1</sup> WC Docket No. 18-73, *CenturyLink Communications, LLC and Level 3 Communications, LLC, Complainants v. Birch Communications, Inc., Defendant*, Notice of Formal Complaint, EB-18-MD-002 (dated Mar. 27, 2018).

<sup>2</sup> WC Docket No. 18-73, *CenturyLink Communications, LLC and Level 3 Communications, LLC, Complainants v. Birch Communications, Inc., Defendant*, Protective Order, EB-18-MD-002 (dated Mar. 14, 2018).

Also enclosed are three (3) additional CONFIDENTIAL versions of the Answer and Brief in Support of Answer marked as courtesy copies for Commission staff.

Please contact me if you have any questions regarding this matter.

Respectfully submitted,

*/s/ Chérie R. Kiser*

Chérie R. Kiser

Counsel for Birch Communications, LLC

Enclosures

cc: Gordon P. Williams, Jr., Birch  
Charles W. Steese and Martin J. Estevao, Counsel for CenturyLink and Level 3

**PUBLIC VERSION**

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
and Level 3 Communications, LLC,	)	
	)	Docket No. 18-73
Complainants,	)	
	)	File No. EB-18-MD-002
v.	)	
	)	
Birch Communications, Inc.,	)	
	)	
Defendant.	)	
_____	)	

**BIRCH COMMUNICATIONS, LLC  
ANSWER TO FORMAL COMPLAINT OF CENTURYLINK AND LEVEL 3**

Birch Communications, LLC (“Birch”), as successor to named Defendant, Birch Communications, Inc.,<sup>1</sup> pursuant to section 1.724(b) of the Commission’s rules<sup>2</sup> and the Enforcement Bureau’s Notice of Formal Complaint,<sup>3</sup> files this Answer to the Formal Complaint (“Complaint”) filed by Complainants CenturyLink Communications, LLC (“CenturyLink”) and

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<sup>1</sup> Effective December 30, 2017, Birch converted from a corporation to a limited liability company (“LLC”) in its home state of Georgia, and is now known as “Birch Communications, LLC.” See Exhibit 1 to Affidavit of Angela F. Collins in Support of Birch Answer to Formal Complaint of CenturyLink and Level 3 (hereinafter “Collins Affidavit”) (attached as Exhibit C hereto). On January 5, 2018 in WC Docket No. 17-301, the Wireline Competition Bureau approved a transaction between Birch and Fusion Telecommunications International, Inc., which includes an internal corporate restructuring of various Birch companies. In contemplation of the closing of that transaction and its name change, Birch has filed a new interstate access tariff with the Commission reflecting its conversion to an LLC and the corporate restructuring. See Exhibit 4 to Affidavit of Stephen Hayes in Support of Birch Answer to Formal Complaint of CenturyLink and Level 3 (hereinafter “Hayes Affidavit”) (attached as Exhibit B hereto). As explained in the transmittal letter accompanying the tariff filing, the Birch Communications, LLC Access Services Tariff FCC No. 1 (scheduled to take effect April 26, 2018) contains the same rules, regulations, and rates as the tariff it is replacing, the Birch Communications Access Services Tariff FCC No. 1 (originally effective October 24, 2008) (hereinafter referred to as the “Birch FCC Tariff”).

<sup>2</sup> 47 C.F.R. § 1.724(b).

<sup>3</sup> WC Docket No. 18-73, *CenturyLink Communications, LLC and Level 3 Communications, LLC, Complainants v. Birch Communications, Inc., Defendant*, Notice of Formal Complaint, EB-18-MD-002 (dated Mar. 27, 2018).

Level 3 Communications, LLC (“Level 3”) in the above-captioned matter. As required by Section 1.724(b) of the Commission’s Rules, Birch sets forth below its defenses and responses to the material allegations in the Complaint and states as follows:

### **INTRODUCTION AND SUMMARY**

- A. Admits the allegations in the bottom paragraph on page 1 of the Complaint.
- B. Admits that Complainants purport to assert claims and seek relief as described in the first paragraph on page 2 of the Complaint but for the avoidance of doubt denies that Birch’s charges violate the Commission’s CLEC Benchmark Rule set forth in 47 C.F.R. § 61.26 (“CLEC Benchmark Rule”); denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch’s switched exchange access service charges are excessive, violate Commission rules and orders or constitute unjust and unreasonable practice in violation of Section 201(b); denies that the Birch FCC Tariff is void *ab initio*; and denies that Birch assessed switched exchange access service charges on Complainants without a valid tariff in effect.
- C. Admits the facts to which it has stipulated in paragraphs 12 through 17 of the Joint Stipulation of Facts, dated March 22, 2018, submitted as Exhibit A to the Complaint (“Joint Stipulation”), but otherwise denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations in the second paragraph on page 2 of the Complaint and because “usage-based” is not defined and is ambiguous; without limiting the foregoing, Birch avers that its presubscribed interexchange carrier charge (“PICC”) to Complainants in the BellSouth region generally have represented a little more than half of the total charges to Complainants pursuant to the Birch FCC Tariff for the BellSouth region (compare Attachments 1 and 3 to Exhibit N to the Complaint); for example, using CenturyLink’s own figures, for March 2015 (the month selected by Ms. Spocogee in paragraph 10 of her Affidavit, Exhibit N to the

Complaint), Birch billed CenturyLink for a total of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] (per Attachment 1 to that Affidavit), of which PICCs represented [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] (per Attachment 2 to that Affidavit), the ratio of PICC charges to non-PICC charges was approximately [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], not 10 times as alleged by Complainants.<sup>4</sup>

D. Admits that Birch's position is that its charges to Complainants are lawful and that the PICC is not subject to the CLEC Benchmark Rule, and that this is the central issue in this dispute, but otherwise denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations in the carryover paragraph from page 2 to page 3 of the Complaint.

E. Admits that Complainants purport to assert claims and seek relief as described in the first full paragraph on page 3 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch's switched exchange access service charges violate Commission rules and orders or constitute unjust and unreasonable practice in violation of Section 201(b); denies that the Birch FCC Tariff is void *ab initio*; and denies that Birch assessed switched exchange access service charges on Complainants without a valid tariff in effect.

### **NUMBERED PARAGRAPHS**

1. Admits upon information and belief the allegations of paragraph 1 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch has assessed unlawful switched exchange access service

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<sup>4</sup> Hayes Affidavit ¶ 14.

charges on CenturyLink in connection with its activities as an interexchange carrier (“IXC”) providing interstate long distance services.

2. Admits upon information and belief the allegations of paragraph 2 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch has assessed unlawful switched exchange access service charges on Level 3 in connection with its activities as an IXC providing interstate long distance services.

3. Admits the allegations of paragraph 3 of the Complaint with the exception that Birch is now a Georgia limited liability company, not a Georgia corporation.

4. Admits the allegations of paragraph 4 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch’s switched exchange access services charges to CenturyLink violated the CLEC Benchmark Rule or were otherwise unlawful.

5. Admits the allegations of paragraph 5 of the Complaint.

6. Admits the allegations of paragraph 6 of the Complaint but for avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch violated the CLEC Benchmark Rule by imposing remote-host and 8YY database charges.

7. Admits the factual allegations in the first through fifth sentences of paragraph 7 of the Complaint; denies that four days was a reasonable period for response to Complainants’ March 5, 2018 certified letter given the complexity of the issues and the difficulties in reconciling numbers between the parties; denies that the only way to resolve this dispute is through resolution by the Commission and that any additional settlement efforts necessarily would be futile based on the fact that the parties were very close to an amicable resolution on

March 22, 2018 when Complainants backtracked in their position and precipitously broke off negotiations on March 23, 2018; and otherwise admits the allegations of the sixth and seventh sentences of paragraph 7 of the Complaint.

8. Admits the allegations of paragraph 8 of the Complaint.

9. Admits the allegations of paragraph 9 of the Complaint.

10. Admits the allegations in the first and third sentences of paragraph 10 of the Complaint; admits that there is no commercial agreement in effect between Birch and CenturyLink or Level 3 governing the charges in dispute in this proceeding; and otherwise denies the allegations of the second sentence of paragraph 10 of the Complaint because there are commercial agreements between the parties (or their affiliates) which do not govern the charges in dispute in this proceeding.<sup>5</sup> CenturyLink passes-through PICC to Birch in connection with a commercial agreement between the parties.<sup>6</sup>

11. Admits the facts to which it has stipulated in paragraphs 12 and 13 of the Joint Stipulation; admits the allegations in the third sentence of paragraph 11 of the Complaint; and otherwise denies the allegations of paragraph 11 of the Complaint because the first sentence mischaracterizes the Birch FCC Tariff, which speaks for itself, and the second sentence uses the undefined and ambiguous term “usage-based” whereas the Joint Stipulation speaks for itself, and Complainants’ characterization of it, therefore, is denied.

12. Admits the facts to which it has stipulated in paragraph 15 of the Joint Stipulation but otherwise denies the allegations of paragraph 12 of the Complaint because “usage-based” is undefined and ambiguous whereas the Joint Stipulation speaks for itself, and Complainants’ characterization of it, therefore, is denied.

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<sup>5</sup> Hayes Affidavit ¶ 8.

<sup>6</sup> Hayes Affidavit ¶ 9.

13. Admits the facts to which it has stipulated in paragraph 16 of the Joint Stipulation; admits that paragraph 13 of the Complaint sets forth a partial quotation of Section 6.3 of the Birch FCC Tariff for the BellSouth region; and otherwise denies the allegations of paragraph 13 of the Complaint because the quotation is incomplete and “usage-based” is undefined and ambiguous whereas the Joint Stipulation speaks for itself, and Complainants’ characterization of it, therefore, is denied.

14. Admits the allegations of paragraph 14 of the Complaint.

15. Admits the allegations of paragraph 15 of the Complaint.

16. Admits the allegations of paragraph 16 of the Complaint.

17. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 17 of the Complaint.

18. Admits the allegations of paragraph 18 of the Complaint.

19. Admits the facts to which it has stipulated in paragraph 13 of the Joint Stipulation and otherwise denies the allegations of paragraph 19 of the Complaint because the BellSouth Composite Rate is determined as set forth in paragraph 13 of the Joint Stipulation and includes the Carrier Common Line Access Charges Premium Access pursuant to Section 3.9.1 of the BellSouth interstate access tariff and because the Joint Stipulation speaks for itself, and Complainants’ characterization of it, therefore, is denied.

20. Admits the facts to which it has stipulated in paragraph 14 of the Joint Stipulation and otherwise denies the allegations of paragraph 20 of the Complaint because (1) there are incumbent local exchange carriers that continue to have interstate access tariffs on file with the Commission that include PICC to be assessed on multi-line business subscriber’s presubscribed



IXCs<sup>7</sup> and (2) when Birch acts as the presubscribed interexchange carrier for a multi-line business subscriber in the BellSouth region, Birch receives invoices from incumbent local exchange carriers that include PICC.<sup>8</sup>

21. Admits the facts to which it has stipulated in paragraph 15 of the Joint Stipulation and otherwise denies the allegations of paragraph 21 of the Complaint (a) because “usage-based” is not defined and ambiguous whereas the Joint Stipulation speaks for itself, and Complainants’ characterization of it, therefore, is denied, and (b) for the reason set forth in paragraph 19 above.

22. Admits the facts to which it has stipulated in paragraph 16 of the Joint Stipulation and otherwise denies the allegations of paragraph 22 of the Complaint because “usage-based” is not defined and ambiguous whereas the Joint Stipulation speaks for itself, and Complainants’ characterization of it, therefore, is denied.

23. Denies the allegations of paragraph 23 of the Complaint; without limiting the foregoing, Birch avers that the PICCs assessed on Complainants in the BellSouth region generally have represented a little more than half of the total charges to Complainants pursuant to the Birch FCC Tariff for the BellSouth region (compare Attachments 1 and 3 to Exhibit N to the Complaint); for example, using CenturyLink’s own figures, for March 2015 (the month selected by Ms. Spocogee in paragraph 10 of her Affidavit, Exhibit N to the Complaint), Birch billed CenturyLink for a total of [BEGIN CONFIDENTIAL] [REDACTED] [END

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<sup>7</sup> See, e.g., CenturyLink Operating Companies Tariff F.C.C. No. 2, Facilities for Interstate Access, § 12.4.5, Primary Interexchange Carrier Charge (Pages 12-12 to 12-13) (Exhibit 2 to Collins Affidavit); Verizon Telephone Companies Tariff FCC No. 16, Access Service, § 3.5, Presubscribed Interexchange Carrier Charge (Pages 3-13 to 3-14) (Exhibit 3 to Collins Affidavit); Verizon Telephone Companies Tariff FCC No. 14, Facilities for Interstate Access, § 12.4.5, Presubscribed Interexchange Carrier Charge (Pages 12-14 to 12-15) (Exhibit 4 Collins Affidavit); Windstream Telephone System Tariff F.C.C. No. 6, Access Service, §§ 3.7.6, 17.1.6, Presubscribed Interexchange Carrier Charge (Pages 3-20 to 3-22 and Page 17-12) (Exhibit 5 to Collins Affidavit); Frontier Telephone Companies Tariff FCC No. 1, Access Service, §§ 3.4.5, 20.1, 20.2, 20.3, 20.4, 20.5, Primary Interexchange Carrier Charge (PICC) (Pages 3-3, 20-2, 20-56, 20-108, 20-143, 20-196) (Exhibit 6 to Collins Affidavit).

<sup>8</sup> CenturyLink affiliate CenturyTel of Southern Alabama for the state of Alabama (Exhibit 6 to Hayes Affidavit); Windstream Kentucky East, LLC – Lexington for the state of Kentucky (Exhibit 7 to Hayes Affidavit).

**CONFIDENTIAL]** (per Attachment 1 to that Affidavit), of which PICC represented **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** (per Attachment 2 to that Affidavit); the ratio of PICC charges to non-PICC charges was approximately **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]**, not 10 times as alleged by Complainants.<sup>9</sup>

24. Admits the facts to which it has stipulated in paragraph 17 of the Joint Stipulation and otherwise denies the allegations of the second sentence of paragraph 24 of the Complaint because the parties' agreement is as stated in paragraph 17 of the Joint Stipulation.

25. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 25 of the Complaint.

26. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 26 of the Complaint.

27. Denies the allegations of the first two sentences of paragraph 27 of the Complaint on the basis that, using Complainants' own figures, for March 2015 (the month selected by Ms. Spocogee in paragraph 10 of her Affidavit, Exhibit N to the Complaint), Birch billed CenturyLink for a total of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** (per Attachment 1 to that Affidavit), of which PICC represented **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** (per Attachment 2 to that Affidavit) and denies, for the reasons set forth in the accompanying Brief in Support of Answer, the third sentence of paragraph 27 of the Complaint.<sup>10</sup>

28. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 28 of the Complaint.

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<sup>9</sup> Hayes Affidavit ¶ 14.

<sup>10</sup> Hayes Affidavit ¶¶ 14-15.

29. Admits the allegations of the first sentence of paragraph 29 of the Complaint and denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of the second sentence of paragraph 29 of the Complaint.

30. Admits the allegations of paragraph 30 of the Complaint.

31. Admits upon information and belief the allegations of paragraph 31 of the Complaint.

32. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Level 3 is entitled to any damages but otherwise admits the allegations of paragraph 32 of the Complaint.

33. Admits the allegations of the first sentence of paragraph 33 of the Complaint and denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of the second sentence of paragraph 33 of the Complaint.

34. Admits that Complainants purport to assert claims and seek relief as described in paragraph 34 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Birch's charges violate the Commission's orders or the CLEC Benchmark Rule.

35. Admits that Complainants purport to assert claims and seek relief as described in paragraph 35 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief.

36. Admits that Complainants purport to assert claims and seek relief as described in paragraph 36 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief.

37. Denies the allegations of the first two sentences of paragraph 37 of the Complaint because the parties have not been able to reconcile their numbers;<sup>11</sup> and denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of the second two sentences of paragraph 37 except admits that Complainants purport to seek relief as requested.

38. Birch incorporates by reference all of the foregoing responses to the Complaint as though fully set forth herein.

39. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 39 of the Complaint.

40. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 40 of the Complaint.

41. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 41 of the Complaint.

42. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of the first sentence of paragraph 42 of the Complaint and admits the allegations of the second sentence of paragraph 42 of the Complaint.

43. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of the first sentence of paragraph 43 of the Complaint and admits the allegations of the second sentence of paragraph 43 of the Complaint.

44. Admits that Complainants purport to assert claims and seek relief as described in the first sentence of paragraph 44 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief; admits the second sentence of paragraph 44 of the Complaint; and avers that the

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<sup>11</sup> Hayes Affidavit ¶¶ 16-17; *see also* Exhibit 1 to Hayes Affidavit.

stipulated amount of the Level 3 non-payment in February 2018 is [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL].<sup>12</sup>

45. Admits that Complainants purport to assert claims and seek relief as described in paragraph 45 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief; without limiting the foregoing, Birch avers that the purported interest calculations are wildly overstated because it appears from Attachment 3 to Exhibit N to the Complaint that interest in respect of any given month's payment is calculated from the month paid on a stand-alone basis as well as for each successive month on a cumulative basis; thus, for example, the interest on the February 2015 CenturyLink payment is calculated for approximately 36 months on the 2/08/2015 row, for approximately 35 months as part of the cumulative total on the 3/08/2015 row, for approximately 34 months as part of the cumulative total on the 4/08/2015 row, etc., resulting in a total of 666 months of interest charges on the February 2015 payment; the March 2015 payment, similarly, is subject to 630 months of interest; the April 2015 payment is subject to 595 months of interest, and so forth through the February 2018 payment; the same flaw appears in the schedule of Level 3 interest calculations in Attachment 4 to Exhibit N to the Complaint.<sup>13</sup>

46. Birch incorporates by reference all of the foregoing responses to the Complaint as though fully set forth herein.

47. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 47 of the Complaint.

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<sup>12</sup> Joint Stipulation, Attachment 1 (stating the amount billed by Birch for February 2018 was [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] and the amount paid by Level 3 was [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]).

<sup>13</sup> Hayes Affidavit ¶¶ 18-19; *see also* Exhibit 2 to Hayes Affidavit.

48. Denies, for the reasons set forth in the accompanying Brief in Support of Answer, the allegations of paragraph 48 of the Complaint.

49. Admits the allegations of paragraph 49 of the Complaint.

50. Denies, for the reasons set forth in the accompanying Brief in Support of Answer and because the parties have been unable to reconcile their numbers, the allegations of paragraph 50 of the Complaint.

51. Admits that Complainants purport to assert claims and seek relief as described in paragraph 51 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief; without limiting the foregoing, Birch avers that the purported interest calculations are wildly overstated for the reasons outlined in paragraph 45 above.

52. Denies that the Complaint insofar as it pertains to Level 3 stems from either the informal complaint or the primary jurisdiction referral in the federal lawsuit because neither the informal complaint nor the federal lawsuit pertained to Level 3 and otherwise admits the allegations of paragraph 52 of the Complaint.

53. Admits that Complainants purport to assert claims and seek relief as described in paragraph 53 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief and that Birch violated any of the Commission's rules or orders.

54. Admits that Complainants purport to assert claims and seek relief as described in paragraph 54 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief.

55. Admits that Complainants purport to assert claims and seek relief as described in paragraph 55 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief and avers that the stipulated amount in respect of the Level 3 non-payment in February 2018 is [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL].<sup>14</sup>

56. Admits that Complainants purport to assert claims and seek relief as described in paragraph 56 of the Complaint but for the avoidance of doubt denies, for the reasons set forth in the accompanying Brief in Support of Answer, that Complainants are entitled to any relief.

Except as expressly admitted above, all allegations of the Complaint are denied.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

Complainants have failed to state a claim upon which relief may be granted for the reasons described in the accompanying Brief in Support of Answer.

#### **SECOND AFFIRMATIVE DEFENSE**

Complainants' purported claims are barred in whole or in part by the two-year statute of limitations set forth in 47 U.S.C. § 415(b).<sup>15</sup>

#### **THIRD AFFIRMATIVE DEFENSE**

Complainants' purported claims are barred in whole or in part by the doctrine of implied contract for the reasons described in the accompanying Brief in Support of Answer. Irrespective of whether the Birch FCC Tariff is void *ab initio*, Complainants sought and received access

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<sup>14</sup> Joint Stipulation, Attachment 1 (stating the amount billed by Birch for February 2018 was [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] and the amount paid by Level 3 was [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]).

<sup>15</sup> 47 U.S.C. § 415(b); *see also Operator Communications, Inc., Complainant v. Contel of the South, Inc. d/b/a Verizon Mid-States, et al., Defendants*, 20 FCC Rcd 19783, ¶ 11 (2005) (Exhibit 48 to Brief).

services from Birch and are obligated to pay for them at a rate consistent with applicable law under 47 C.F.R. § 61.26.

### **CERTIFICATION OF SETTLEMENT EFFORTS**

Birch certifies pursuant to 47 C.F.R. § 1.724(h) that it has in good faith discussed the possibility of settlement with counsel for Complainants. Such discussions took place from time-to-time over a period of about a year following CenturyLink's informal complaint and the ensuing mediation with the Commission staff, up to and including settlement discussions occurring on March 23, 2018.

### **INFORMATION DESIGNATION**

Pursuant to 47 C.F.R. § 1.724(f), Birch includes its Information Designation as Exhibit A to this Answer.

### **PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

By letter order dated March 15, 2018, the Commission waived the requirements of Rule 1.724(c) requiring this Answer to contain proposed findings of fact and conclusions of law.<sup>16</sup> The waiver, however, did not include the requirement under Rule 1.724(c) that the Answer contain "legal analysis relevant to the claims and arguments" set forth in the Answer. Such legal analysis can be found in the Brief in Support of Answer and supporting exhibits, which accompanies this Answer.

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<sup>16</sup> WC Docket No. 18-73, *CenturyLink Communications, LLC and Level 3 Communications, LLC, Complainants v. Birch Communications, Inc., Defendant*, Letter from Lisa Saks, Enforcement Bureau, to Counsel for CenturyLink and Counsel for Birch, EB-18-MD-002 (dated Mar. 15, 2018).



WHEREFORE, Birch respectfully requests that the Commission deny Complainants any relief on their Complaint.

Respectfully submitted,

**BIRCH COMMUNICATIONS, LLC**

*/s/ Chérie R. Kiser*

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*Attorneys for Defendant Birch  
Communications, LLC*

Dated: April 23, 2018

**LIST OF EXHIBITS TO ANSWER**

<b>Exhibit</b>	<b>Description</b>
A	Information Designation
B	Affidavit of Stephen Hayes and Exhibits 1 to 16
C	Affidavit of Angela F. Collins and Exhibits 1 to 8

**CERTIFICATE OF SERVICE**

I, Angela F. Collins, hereby certify that, on this 23rd day of April 2018, copies of the Birch Communications, LLC Answer to Formal Complaint of CenturyLink and Level 3 (and accompanying exhibits) and the Birch Communications, LLC Brief in Support of Answer (and accompanying exhibits) were served on the following via the method indicated below:

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

**CONFIDENTIAL VERSION** - via hand delivery

**PUBLIC VERSION** – via ECFS

Lisa Saks  
Lia Royle  
Erin Boone  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

**CONFIDENTIAL VERSION** – via hand delivery and electronic mail

**PUBLIC VERSION** – via electronic mail

Charles W. Steese and Martin J. Estevao  
Counsel for CenturyLink Communications, LLC and Level 3 Communications, LLC  
Armstrong and Teasdale LLP  
4643 S. Ulster Street, Suite 800  
Denver, Colorado 80237

**CONFIDENTIAL VERSION** – via electronic mail and Federal Express

**PUBLIC VERSION** – via electronic mail and Federal Express

Timothy M. Boucher and Adam L. Sherr  
CenturyLink Communications, LLC  
931 14th Street, Suite 1230  
Denver, Colorado 80202

**CONFIDENTIAL VERSION** – via electronic mail and Federal Express

**PUBLIC VERSION** – via electronic mail and Federal Express

*/s/ Angela F. Collins*

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Angela F. Collins

**EXHIBIT A**  
**INFORMATION DESIGNATION**

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
and Level 3 Communications, LLC,	)	
	)	Docket No. 18-73
Complainants,	)	
	)	File No. EB-18-MD-002
v.	)	
	)	
Birch Communications, Inc.,	)	
	)	
Defendant.	)	
_____	)	

**INFORMATION DESIGNATION OF BIRCH COMMUNICATIONS, LLC**

Birch Communications, LLC (“Birch”), as successor to the named Defendant, Birch Communications, Inc., pursuant to section 1.724(f) of the Commission’s rules<sup>1</sup> and the Enforcement Bureau’s Notice of Formal Complaint,<sup>2</sup> hereby submits this Information Designation in connection with its Answer to the Formal Complaint filed by Complainants CenturyLink Communications, LLC (“CenturyLink”) and Level 3 Communications, LLC (“Level 3”) in the above-referenced matter.

**I. PERSONS WITH KNOWLEDGE – 47 C.F.R. § 1.724(f)(1)**

1. Name: Gordon P. (“Chuck”) Williams, Jr., Esq.  
Address: 320 Interstate North Parkway SE, Atlanta, GA 30339  
Position: Senior Vice President, Secretary and General Counsel, Birch Communications, LLC  
Description of facts within person’s knowledge: Overall knowledge of the dispute, the informal complaint process, mediation, and settlement discussions; and related facts and issues

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<sup>1</sup> 47 C.F.R. § 1.724(f).

<sup>2</sup> WC Docket No. 18-73, *CenturyLink Communications, LLC and Level 3 Communications, LLC, Complainants v. Birch Communications, Inc., Defendant*, Notice of Formal Complaint, EB-18-MD-002 (dated Mar. 27, 2018).

2. Name: Keith Soldan  
Address: 320 Interstate North Parkway SE, Atlanta, GA 30339  
Position: Vice President of Corporate Finance, Birch Communications, LLC  
Description of facts within knowledge: Overall knowledge of the dispute and settlement discussions; Birch's accounting and billing practices; amounts disputed and amounts paid by CenturyLink; amounts disputed and amounts paid by Level 3; and related facts and issues
3. Name: David Gibson  
Address: 320 Interstate North Parkway SE, Atlanta, GA 30339  
Position: Vice President of Business Development, Birch Communications, LLC  
Description of facts within knowledge: Overall knowledge of the dispute and settlement discussions; amounts disputed and amounts paid by CenturyLink; amounts disputed and amounts paid by Level 3; services Birch provided to CenturyLink and Level 3; and related facts and issues
4. Name: Stephen Hayes  
Address: 115 Gateway Drive, Macon, GA 31210  
Position: Margin Assurance and CABS Billing Manager, Birch Communications, LLC  
Description of facts within knowledge: Overall knowledge of the dispute, the informal complaint process, mediation, and settlement discussions; amounts billed by Birch; amounts disputed by CenturyLink; amounts disputed by Level 3; amounts paid by CenturyLink; amounts paid by Level 3; Birch tariff provisions; Birch switched exchange access service rates; Birch rates for non-switched exchange access services; Birch's commercial relationship with CenturyLink and Level 3; the disputes filed by CenturyLink and Level 3; and related facts and issues
5. Name: Carey Roesel  
Address: 151 Southhall Lane, Suite 450, Maitland, FL 32751  
Position: Vice President and Consultant, Intesserra Consulting Group (formerly known as Technologies Management, Inc.)  
Description of facts within knowledge: Overall knowledge of the dispute; Birch tariff provisions; Birch switched exchange access service rates; BellSouth tariff provisions; BellSouth switched exchange access service rates; competitive local exchange carrier switched exchange access service rates generally; and related facts and issues

**II. DESCRIPTION OF DOCUMENTS, DATA COMPILATIONS AND TANGIBLE THINGS – 47 C.F.R. § 1.724(f)(2)**

In addition to the materials attached to Complainants' Formal Complaint and set forth in Complainants' Information Designation, the following additional documents, data compilations and tangible things may be relevant to the facts alleged in the Birch Answer:

1. Description: Birch invoices to CenturyLink from February 2015 to date  
Date Prepared: Monthly  
Author: Birch accounting department  
Recipients: CenturyLink  
Physical Location: Birch's accounting department  
Relevance: Defines the charges at issue in this dispute
2. Description: Birch invoices to Level 3 from March 2016 to date  
Date Prepared: Monthly  
Author: Birch accounting department  
Recipients: Level 3  
Physical Location: Birch's accounting department  
Relevance: Defines the charges at issue in this dispute
3. Description: Electronic payment records  
Date Prepared: Monthly  
Author: Birch accounting department  
Recipients: Birch  
Physical Location: Birch's accounting department  
Relevance: Defines the payments made by CenturyLink and Level 3, and the amounts disputed and withheld by CenturyLink and Level 3
4. Description: Affidavit of Stephen Hayes and attached Exhibits 1-16  
Date Prepared: April 23, 2018  
Author: Stephen Hayes and Counsel for Birch  
Recipients: N/A  
Physical Location: N/A  
Relevance: Defines the charges at issue in this dispute; provides background on Birch switched exchange access service charges and other access service charges; provides background on use of PICCs in industry; responds to Spocogee affidavit submitted by CenturyLink and Level 3; provides interest rate calculations; provides late payment charge calculations; provides relevant tariff provisions from BellSouth and competitive local exchange carriers
5. Description: Georgia Secretary of State documentation  
Date Prepared: On or about December 21, 2017  
Author: Georgia Secretary of State  
Recipients: Birch  
Physical Location: Georgia Secretary of State  
Relevance: Documents the conversion of Birch Communications, Inc. from a Georgia corporation to a Georgia limited liability company known as Birch Communications, LLC
6. Description: Section 12.4.5 of the CenturyLink Operating Companies Tariff F.C.C. No. 2  
Date Prepared: February 2011, September 2017, April 2018

- Author: CenturyLink Operating Companies  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service  
Relevance: Rebuts Complainants' assertion that no competing ILEC had interstate access tariffs containing a PICC
7. Description: Section 3.5 of the Verizon Telephone Companies Tariff FCC No. 16  
Date Prepared: July 2012, September 2017  
Author: Verizon Telephone Companies  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service  
Relevance: Rebuts Complainants' assertion that no competing ILEC had interstate access tariffs containing a PICC
8. Description: Section 12.4.5 of the Verizon Telephone Companies Tariff FCC No. 14  
Date Prepared: July 2007, September 2017  
Author: Verizon Telephone Companies  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service  
Relevance: Rebuts Complainants' assertion that no competing ILEC had interstate access tariffs containing a PICC
9. Description: Sections 3.7.6 and 17.1.6 of the Windstream Telephone System Tariff F.C.C. No. 6  
Date Prepared: December 2008, June 2017  
Author: Windstream Telephone System  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service  
Relevance: Rebuts Complainants' assertion that no competing ILEC had interstate access tariffs containing a PICC
10. Description: Sections 3.4.5, 20.1, 20.2, 20.3, 20.4, 20.5 of the Frontier Telephone Companies Tariff FCC No. 1  
Date Prepared: February 2010, March 2018  
Author: Frontier Telephone Companies  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service  
Relevance: Rebuts Complainants' assertion that no competing ILEC had interstate access tariffs containing a PICC
11. Description: Sections 3.1, 3.8.6, and 3.9.2 of the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1  
Date Prepared: September 2002, June 2003, September 2003  
Author: BellSouth Telecommunications, Inc.  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service



Relevance: Shows PICC and CCL are contained in separate sections of BellSouth tariff; shows PICC is separate from charges for switched exchange access service

12. Description: Sections 6.1.3, 6.7.1, 6.8.11, 6.8.12, 19.1, 19.7 of the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1  
Date Prepared: June 2011, August 2014, April 2015  
Author: BellSouth Telecommunications, Inc.  
Recipients: N/A  
Physical Location: FCC Electronic Tariff Filing Service  
Relevance: Shows 8YY, LNP, and LIDB database query charges are separate from charges for switched exchange access service

**III. DESCRIPTION OF MANNER OF IDENTIFICATION OF PERSONS WITH KNOWLEDGE AND RELEVANT DOCUMENTS, DATA COMPILATIONS AND TANGIBLE THINGS - 47 C.F.R. § 1.724(f)(3)**

As acknowledged by Complainants in their Information Designation, very few factual disputes exist between the parties that may be pertinent to this dispute. Birch prepared this Information Designation in response to the Formal Complaint filed by Complainants, and Birch's investigation of the facts alleged in the Formal complaint. Birch identified persons with potentially relevant information and designated documents, data compilations, and tangible things. Birch also identified and contacted the subject-matter experts within the relevant areas of the company that potentially may have knowledge of the issues raised by and the facts relevant to the Formal Complaint. Birch identified such documents and persons that may be relevant to this dispute by canvassing the office of the Birch General Counsel and the Birch Accounting Department.

Respectfully submitted,

**BIRCH COMMUNICATIONS, LLC**

*/s/ Chérie R. Kiser*

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Chérie R. Kiser  
Angela F. Collins  
Cahill Gordon & Reindel LLP

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trosenthal@cahill.com

*Attorneys for Defendant Birch  
Communications, LLC*

Dated: April 23, 2018

**EXHIBIT B**  
**Hayes Affidavit and Exhibits 1-16**

**PUBLIC VERSION**

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
and Level 3 Communications, LLC,	)	
	)	Docket No. 18-73
Complainants,	)	
	)	File No. EB-18-MD-002
v.	)	
	)	
Birch Communications, Inc.,	)	
	)	
Defendant.	)	
_____	)	

State of GEORGIA	)	
	)	ss.
County of BIBB	)	

**AFFIDAVIT OF STEPHEN HAYES  
IN SUPPORT OF BIRCH COMMUNICATIONS, LLC  
ANSWER TO FORMAL COMPLAINT OF CENTURYLINK AND LEVEL 3**

STEPHEN HAYES, being duly sworn, of lawful age, upon personal knowledge and belief, states as follows:

1. My name is Stephen Hayes. I am the Margin Assurance and CABS Billing Manager for Birch Communications, LLC (“Birch”), which is the successor to the named Defendant, Birch Communications, Inc., in the Formal Complaint (“Complaint”) filed by Complainants CenturyLink Communications, LLC (“CenturyLink”) and Level 3 Communications, LLC (“Level 3”).

2. I submit this Affidavit in support of the Answer to Formal Complaint of CenturyLink and Level 3 (“Answer”) and Brief in Support of Answer (“Brief”) being filed by Birch, and to respond to the Affidavit of Tami Spocogee filed on behalf of Complainants as

Exhibit N to the Complaint. I am authorized to make this Affidavit on behalf of Birch. The statements made herein are true and correct and are based upon my personal knowledge and belief. I am over 18 years of age and am competent to testify as to the matters contained herein.

3. I have specific knowledge of the facts set forth in the Birch Answer and Brief. I am responsible for ensuring the Birch invoices for switched exchange access service and other access services issued to other carriers contain the correct rates and charges. I also receive and review any disputes filed by other carriers relating to Birch invoices for switched exchange access service and other access services. I also am responsible for review and payment (or dispute) of the invoices Birch receives from other carriers relating to switched exchange access service and other access services. I am familiar with the provisions of the Birch FCC Tariff relating to Birch charges for switched exchange access service and other access services as set forth in the Birch FCC Tariff.<sup>1</sup> Finally, I have knowledge of the disputes filed by CenturyLink and Level 3, and have been involved in the informal complaint process, as well as mediation and settlement discussions with Complainants.

### **PICC**

4. Birch charges the presubscribed interexchange carrier charge (or “PICC”) set forth in Section 6.3 of the Birch FCC Tariff to interexchange carriers in the 9-state BellSouth territory only. In 2008, Birch Telecom, Inc. was acquired by Access Integrated Networks, Inc. (“AIN”), which renamed itself and its tariffs, Birch Communications, Inc. Prior to the acquisition, AIN charged a PICC in the nine-state BellSouth region, which was the only region

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<sup>1</sup> Birch has filed a new interstate access tariff with the Commission reflecting its conversion to an LLC and a planned corporate restructuring (*see* Exhibit 4 attached hereto). As explained in the transmittal letter accompanying the tariff filing, the Birch Communications, LLC Access Services Tariff FCC No. 1 (scheduled to take effect April 26, 2018) contains the same rules, regulations, and rates as the tariff it is replacing, the Birch Communications Access Services Tariff FCC No. 1 (originally effective October 24, 2008) (hereinafter referred to as the “Birch FCC Tariff”).

in which AIN operated and continued to impose the PICC pursuant to its renamed tariff covering that region.

5. In addition to CenturyLink and Level 3, Birch assesses the PICC on other interexchange carriers in the nine-state BellSouth region. In 2017, for example, Birch assessed the PICC on interexchange carriers such as [BEGIN CONFIDENTIAL] [REDACTED] [REDACTED] [END CONFIDENTIAL] in the nine-state BellSouth region. No carrier, other than Complainants, has challenged the Birch PICC.

6. To my knowledge, the following competitive local exchange carriers (“CLECs”) have interstate access tariffs on file with the Commission that include a PICC:<sup>2</sup>

- Broadview Networks<sup>3</sup>
- Cinergy Communications Company<sup>4</sup>
- CMN-RUS, Inc.<sup>5</sup>
- First Communications, LLC<sup>6</sup>
- Metro Fibernet, LLC<sup>7</sup>
- New Horizon Communications Corp<sup>8</sup>

I am unaware of any interexchange carriers publicly challenging the PICCs charged by any of these CLECs.

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<sup>2</sup> Birch also receives invoices that include PICC from Access Point Inc., a competitive local exchange carrier, for the state of North Carolina (*see* Exhibit 5 attached hereto), as well as from CenturyLink affiliate CenturyTel of Southern Alabama for the state of Alabama (*see* Exhibit 6 attached hereto) and Windstream Kentucky East, LLC – Lexington for the state of Kentucky (*see* Exhibit 7 attached hereto).

<sup>3</sup> Broadview Networks, Inc., Tariff F.C.C. No. 3, § 8.3.2 (*see* Exhibit 8 attached hereto).

<sup>4</sup> Cinergy Communications Company, Tariff FCC No. 1, § 6.2.2 (*see* Exhibit 9 attached hereto).

<sup>5</sup> CMN-RUS, Inc. Tariff FCC No. 2, § 6.2.2 (*see* Exhibit 10 attached hereto).

<sup>6</sup> First Communications, LLC F.C.C. Tariff No. 3, § 6.3 (*see* Exhibit 11 attached hereto).

<sup>7</sup> Metro Fibernet, LLC Tariff FCC No. 1, § 6.2.2 (*see* Exhibit 12 attached hereto).

<sup>8</sup> New Horizons Communications Corp. Tariff F.C.C. 1, § 12.2.4 (*see* Exhibit 13 attached hereto).

7. CenturyLink and Birch have a wholesale, switchless reseller long distance agreement pursuant to which Birch purchases wholesale long distance services in 48 states from CenturyLink the IXC (“Resale Agreement”). Birch resells the CenturyLink services to Birch end user customers located in the 48 states, including in the nine-state BellSouth region. The relevant portions of the Resale Agreement are attached hereto as Exhibit 14.

8. The CenturyLink Resale Agreement, under the header of “Primary Interexchange Carrier (PIC) Services,” allows CenturyLink to charge Birch a monthly \$1.50 “Access Line Charge” for “multi-business lines (Billing Telephone Number with multiple Working Telephone Numbers) assigned to CenturyLink for long distance.”

#### **RESPONSE TO SPOCOGEE AFFIDAVIT**

9. Ms. Spocogee’s discussion in paragraph 5 regarding the BellSouth composite rate for switched exchange access services serves no purpose. Ms. Spocogee’s opinion regarding the calculation of the BellSouth composite rate is not relevant to this case. It is undisputed that the parties have agreed-upon the rate elements included in the calculation of the BellSouth composite rate for switched exchange access services (*see* Joint Stipulation #13), and those rate elements speak for themselves. Further, the parties have agreed that the Birch rates for switched exchange access service are equal to the BellSouth composite rate (*see* Joint Stipulation #15).

10. Despite the lack of relevance, it is important to point out that Ms. Spocogee provides no detail on how she reached the BellSouth composite rates listed in paragraph 5 of her Affidavit, and it appears she omitted some of the parties’ agreed-upon rate elements from the calculation. For example, based on the rate elements listed in Joint Stipulation #13 (as reflected in the BellSouth tariff pages contained in Exhibit P to the Complaint), the BellSouth rate for July 2014 would be:

Originating

Local switching (Section 6.8.2(A)(1))	\$0.002126 per minute
Common Trunk Port (Section 6.8.2(A)(2))	\$0.000800 per minute
Zone 1 Facility Termination (Section 6.8.1(B)(2))	\$0.000168 per minute
Zone 1 Facility Termination (Section 6.8.1(B)(2))	\$0.000020 per minute, per mile
DS3 to DS1 Multiplexer (Section 6.8.1.(B)(2)(a))	\$0.000380 per minute
Access Tandem Switching (Section 6.8.1(C))	\$0.001145 per minute
Carrier Common Line (Section 3.9.1)	\$0.000000 per minute
Information Surcharge (Section 6.8.4)	<u>\$0.000000 per minute</u>
	<b>\$0.004639 per minute</b>

Because a per-mile calculation is required, \$0.004639 per minute does not reflect the true BellSouth benchmark rate for switched exchange access service. The actual per minute rate will vary by carrier customer based on the actual mileage of the call as measured on BellSouth's network. The application of switched exchange access service charges is complicated, and is different from local exchange or long distance service where a single rate may be applied regardless of transport, etc. The application of switched exchange access service charges varies by minute, by mile, by the facilities used, and by the type of switch used. The example above nevertheless is provided to show that Ms. Spocogee's calculations set forth in paragraph 5 of her Affidavit are not correct based on the rate elements themselves. But the calculation of the BellSouth switched exchange access service rates is not relevant to this case in light of Stipulations #13 and #15.

11. The Birch switched exchange access service rates set forth in paragraph 6 of Ms. Spocogee's Affidavit also are irrelevant to this dispute as the parties have agreed the Birch rates for switched exchange access service are equal to the BellSouth composite rate for switched exchange access services (*see* Joint Stipulation #15). In addition, the Birch rates Ms. Spocogee lists in her Affidavit do not reflect how Birch applies switched exchange access service charges to CenturyLink and Level 3. Section 5.4.3A of the Birch FCC Tariff explains that switched exchange access service rates vary based upon whether: (1) the end user customer is provided



service via Birch facilities or via facilities Birch obtains from a third-party commercial agreement; (2) a tandem or direct connection is used; and (3) the call terminates at an end office. Ms. Spocogee includes one type of switch exchange access service arrangement in her Affidavit – the rate applicable to a tandem connection for an end user served by Birch facilities. This service arrangement and associated rate, however, is not applicable to the majority of the switched exchange access services Birch provides to CenturyLink and Level 3, which is evidenced by the billing account number (or “BAN”) associated with each end user customer.<sup>9</sup> The majority of the switched exchange access services Birch provides to Complainants are delivered via direct connection to CenturyLink or Level 3 end users who are served by Birch over facilities purchased from a third-party via a commercial agreement (such as the unbundled network element or “UNE” platform). Thus, the switched exchange access service rate relied upon by Ms. Spocogee is the rate least applied by Birch to the type of switched exchange access service purchased by Complainants.

12. Ms. Spocogee’s conclusion in paragraph 7 that the Birch switched exchange access service rates are “slightly higher than – but nearly equal to” the BellSouth composite rate for switched exchange access services is wrong, irrelevant, and contrary to the parties’ stipulation that the Birch switched exchange access service rates “have been equal to” the BellSouth composite rate for switched exchange access services since at least February 2015 (Joint Stipulation #15). As explained in paragraph 11 above, her conclusion that the Birch switched exchange access service rates are higher than the BellSouth composite rate for switched exchange access services is inaccurate.

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<sup>9</sup> Birch can determine which switched exchange access service rate applies based on the Billing Account Number (or “BAN”) of the end user customer. The BAN will list “DS3” or “DS0” at the end when the customer is served by UNEs or will list “DF” or “D3F” at the end if the customer is served using Birch facilities.

13. In paragraph 9, Ms. Spocogee discusses “[w]hen the PICC is translated into a per-minute rate,” but offers no support for how the per month, per line PICC could be “translated” into a per-minute rate. Nor do I see why this discussion is relevant given that the parties have stipulated that inclusion of the PICC in the calculation of the Birch switched exchange access service charge could exceed the BellSouth composite rate for switched exchange access service (Joint Stipulation #17).

14. Further, Ms. Spocogee’s claim that the Birch rates including PICC are approximately ten times higher than the switched exchange access service benchmark is undercut by her own numbers. Using her March 2015 example in paragraph 10, if Birch billed CenturyLink for a total of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], of which PICC represented [BEGIN CONFIDENTIAL] [REDACTED] [REDACTED] [END CONFIDENTIAL], the ratio of PICC charges to non-PICC charges was approximately [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], not 10 times as alleged by Ms. Spocogee.

15. The example provided by Ms. Spocogee in paragraph 10 has no bearing on the parties’ dispute. The parties have stipulated to the amount of PICC billed to and paid by Complainants, and those numbers speak for themselves. Further, the figures included in Ms. Spocogee’s example are inaccurate as they relate to the amount of switched exchange access service charges billed to and paid by CenturyLink. Exhibit 1 attached hereto sets forth the amount of switched exchange access service charges and 8YY database query charges billed to and paid by Complainants.<sup>10</sup>

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<sup>10</sup> As Exhibit 1 reflects, CenturyLink does not pay the actual billed amounts for switched exchange access service and 8YY database query service. As addressed in the Birch federal court complaint filed in the United States District Court for the District of Delaware (*see* Exhibit 16 attached hereto), CenturyLink disputes a portion of the Birch switched exchange access service charge that here CenturyLink has stipulated is “equal” to the BellSouth

16. In paragraph 12, Ms. Spocogee states CenturyLink has paid Birch **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** from March 2015 to January 2018 for “switched access charges, including the PICC,” and includes a month-by-month breakdown of those payments. Birch disagrees with these figures as reflected in Exhibit 1 attached hereto. By Birch’s calculation, the amount paid by CenturyLink for PICC, switched exchange access service charges, and 8YY database query charges during the relevant timeframe is **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]**, which is **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** lower than the figure provided by Ms. Spocogee. Birch also disagrees with Ms. Spocogee’s figures with respect to the amounts billed by Birch as reflected in Exhibit 1 attached hereto.<sup>11</sup>

17. In paragraph 13, Ms. Spocogee states Level 3 has paid Birch **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** from March 2016 to February 2018 for “switched access charges, including the PICC,” and includes a month-by-month breakdown of those payments. Birch disagrees with these figures as reflected in Exhibit 1 attached hereto. By Birch’s calculation, the amount paid by Level 3 for PICC, switched exchange access service charges, and 8YY database query charges during the relevant timeframe is **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]**, which is **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** lower than the figure provided by Ms. Spocogee.

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composite switched exchange access service rate (*see* Joint Stipulation #15), and short-pays both the billed Birch switched exchange access service charges and the billed Birch 8YY database query service charges. CenturyLink’s self-help, short pay practice was initiated in July 2012 and has continued with each monthly invoice through today.

<sup>11</sup> As noted above, CenturyLink has short-paid both the billed Birch switched exchange access service charges and the billed Birch 8YY database query service charges since July 2012 and continues to do so today.

18. In paragraphs 14-17, Ms. Spocogee asserts the interest rate for overpayments should be 4 percent (4%) or three percent (3%) depending on the IRS interest rate used for the calculation. Under either scenario, her calculations of interest are overstated. Birch's recalculation of the potential interest due to CenturyLink and Level is set forth in Exhibit 2 attached hereto. I used the following formula to calculate the potential interest due:

$$=B3*((1+(0.3/365))^(365*C3))-B3$$

B3 = Amount Paid

C3 = Number of Years Since Accrued

The "paid amounts" used in Exhibit 2 are the paid PICC amounts set forth in the parties Joint Stipulation and the paid amounts for switched exchange access service charges and 8YY database query charges set forth in Exhibit 1 hereto. Complainants have stipulated that the Birch switched exchange access service charges imposed under Section 5 of the Birch FCC Tariff were equal to the BellSouth switched exchange access service rate benchmark and, thus, cannot now dispute that such charges were not just and reasonable and deemed lawful.

19. By contrast, it appears from Attachment 3 to Ms. Spocogee's Affidavit that she has calculated interest for any given monthly payment from the month paid on a stand-alone basis as well as for each successive month on a cumulative basis. For example, the interest on the February 2015 CenturyLink payment is calculated for approximately 36 months on the 2/08/2015 row. Then that interest is calculated again for approximately 35 months as part of the cumulative total on the 3/08/2015 row, for approximately 34 months as part of the cumulative total on the 4/08/2015 row, etc. The result is that Complainants are seeking to recover a total of 666 months (or 55.5 years) of interest charges on the February 2015 payment. The March 2015 payment, similarly, is subject to 630 months of interest. The April 2015 payment is subject to 595 months of interest, and so forth through the February 2018 payment. The same flaw appears

in the schedule of Level 3 interest calculations set forth in Attachment 4 to Ms. Spocogee's Affidavit.

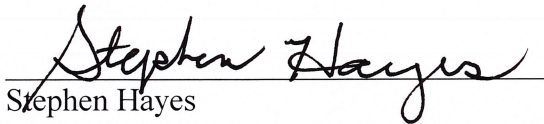
20. In paragraph 18, Ms. Spocogee claims late payment charges should not apply to the PICC not paid by CenturyLink. Section 2.5.2 of the Birch FCC Tariff specifically states amounts not paid within thirty (30) days after the date of the invoice will be assessed a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days (*see* Exhibit I to Complaint). This is consistent with the BellSouth interstate access tariff which states:

If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in (b) preceding. . . . The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually.

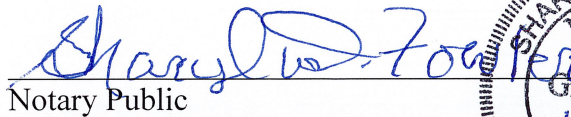
A copy of the BellSouth tariff provision is set forth in Exhibit 15 attached hereto. Birch's late payment charges are appropriate, and are consistent with the Birch FCC Tariff and industry practice. Birch provides an explanation of its late payment charge calculations in Exhibit 3 attached hereto.

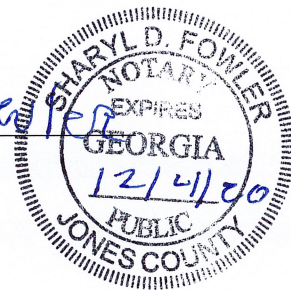
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on: April 23, 2018

  
Stephen Hayes

Subscribed and sworn to before me this 23d day of April 2018.

  
Notary Public



Hayes Affidavit  
Exhibit 1

Billed and Paid Charges

**CONFIDENTIAL MATERIALS OMITTED**

Hayes Affidavit  
Exhibit 2

Interest Calculations

**CONFIDENTIAL MATERIALS OMITTED**



Hayes Affidavit  
Exhibit 3

Late Payment Charge Calculations

**CONFIDENTIAL MATERIALS OMITTED**

Hayes Affidavit  
Exhibit 4

April 11, 2018

**Via ETFS Filing**

**This material is filed on 15 days' notice  
under Section 204(a)(3) of the Communications Act**

Birch Communications, LLC  
2323 Grand Blvd. Suite 925  
Kansas City, MO 64108

FRN: 0027-42-2153  
TRANSMITTAL No. 1

Secretary, Federal Communications Commission  
Washington, DC 20554  
ATTN: Wireline Competition Bureau

The accompanying tariff material, issued by Birch Communications, LLC ("Company") and bearing Tariff FCC No. 1, effective April 26, 2018, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This filing, made on fifteen (15) days' notice, replaces Tariff FCC No. 1 issued by Birch Communications, Inc. for the issuing carrier and listed concurring carriers. The rules regulations and rates are identical to those found in the tariff that it is replacing, except for non-substantive organizational changes, correction of section numbers as necessary, elimination of any blank pages, sequential numbering of pages and the removal of references, on Pages 55, 56, 70 and 71 of the tariff, to rates for service areas not covered by the issuing or concurring carriers.

The material contained in this filing consists of tariff pages indicated by the check sheet listed below:

Tariff FCC No. 1– Original Page 1

This tariff includes the following Concurring Carriers and pursuant to 47 C.F.R. §61.131 61.136 Concurrence statements for each of these companies are provided as supporting documentation:

Birch Telecom of Kansas, LLC  
Birch Telecom of Missouri, LLC  
Birch Telecom of Oklahoma, LLC  
Birch Telecom of Texas Ltd., L.L.P

Also included with this filing are the tariff revision pages reflecting the cancellation of the existing tariff effective April 26, 2018.

April 11, 2018  
Birch Communications, LLC  
2323 Grand Blvd. Suite 925  
Kansas City, MO 64108  
FRN: 0027-42-2153  
TRANSMITTAL No. 1  
Page 2

This transmittal letter and associated attachments are being filed electronically today via the Federal Communications Commission's Electronic Tariff Filing System (ETFS). Payment in the amount of \$925.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri in accordance with the fee program procedures. Other than the Concurrences that are included, supporting material is not required with this filing. Petitions pertaining to this filing may be served in person or by facsimile to:

Contact:	Gordon P. Williams, Jr., Senior Vice President & General Counsel
Address:	320 Interstate North Parkway, SE Atlanta, GA 30339 64108
Telephone:	478-475-9800
Facsimile:	478-475-9988

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to [croesel@tminc.com](mailto:croesel@tminc.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant

cc: A. Collins – Cahill, Gordon & Reindel LLP (via Email)  
tms: FCCa1713  
CR/sp

*This tariff is cancelled in its entirety.  
Regulations and rates for interstate access service previously provided under this tariff  
are now found in  
Birch Communications, LLC Tariff FCC No. 1  
or  
Birch Telecom of the South, LLC Tariff FCC No. 1*

TITLE PAGE  
ACCESS SERVICES TARIFF  
OF  
BIRCH COMMUNICATIONS

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Birch Communications. This tariff is on file with the Federal Communications Commission (FCC). Copies may be inspected during normal business hours at the Company's principal place of business at 2300 Main St. Suite 600, Kansas City, MO 64108.

Wherever in this Tariff or its headings, the term "Company" or the name "Birch" appears, that shall mean and shall refer to Birch Communications.

Original effective date is October 24, 2008

(T)

Issued under Birch Communications, LLC Transmittal No. 1 &  
Birch Telecom of the South, LLC Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

by: Gordon P. Williams, Jr. – Senior Vice President & General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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CHECK SHEET

Sheets of this tariff 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	
1	1 <sup>st</sup> Revised	*
2	13 <sup>th</sup> Revised	*
3	12 <sup>th</sup> Revised	
3.1	1 <sup>st</sup> Revised	
4	2 <sup>nd</sup> Revised	
5	1 <sup>st</sup> Revised	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
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24	Original	
25	Original	
26	Original	
27	Original	
28	Original	
29	Original	
30	Original	
31	Original	
32	Original	
33	1 <sup>st</sup> Revised	
34	Original	
35	Original	
36	Original	
37	Original	
38	Original	
39	Original	

\*Indicates pages submitted with most recent filing.

Issued under Birch Communications, LLC Transmittal No. 1 &  
Birch Telecom of the South, LLC Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

by: Gordon P. Williams, Jr. – Senior Vice President & General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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ACCESS SERVICES TARIFF

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*This tariff, Tariff FCC No. 1, issued by Birch Communications, LLC  
replaces Tariff FCC No. 1 issued by Birch Communications, Inc  
for the Issuing Carrier and listed Concurring Carriers*

TITLE PAGE

ACCESS SERVICES TARIFF

OF

BIRCH COMMUNICATIONS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Birch Communications, LLC and its concurring carriers. This tariff is on file with the Federal Communications Commission (FCC). Copies may be inspected during normal business hours at the Company's principal place of business at 2323 Grand Blvd., Suite 925, Kansas City, MO 64108.

This tariff includes the rates, charges, terms and conditions of service for the provision of Interstate Access Telecommunications Services within the operating territories of the Issuing and Concurring Carriers.

Access services are provided by means of wire, fiber optics, radio or any other suitable technology or combination thereof.

Wherever in this Tariff or its headings, the term "Company" or the name "Birch" appears, that shall mean and shall refer to Birch Communications, LLC.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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**ACCESS SERVICES TARIFF**

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**CHECK SHEET**

The Title Page and Pages 1 thru 77 of this tariff are effective as of the date shown. Original and revised pages listed below contain all changes from the original tariff that are in effect on the date shown.

**PAGE      REVISION**

\* - New or revised page

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Transmittal No. 1

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Issued: April 11, 2018

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By:                      Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
                             2323 Grand Blvd., Suite 925  
                             Kansas City, MO 64108



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ACCESS SERVICES TARIFF

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2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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ACCESS SERVICES TARIFF

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CONCURRING CARRIERS

Birch Telecom of Kansas, LLC  
Birch Telecom of Missouri, LLC  
Birch Telecom of Oklahoma, LLC  
Birch Telecom of Texas Ltd., L.L.P

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Transmittal No. 1

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ACCESS SERVICES TARIFF

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SYMBOLS

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

- C - To signify changed regulation
- D - To signify discontinued rate or regulation.
- I - To signify an increase
- M - To signify matter relocated without change.
- N - To signify new rate or regulation.
- R - To signify a reduction.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.
- Z - To signify a correction.

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Transmittal No. 1

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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ACCESS SERVICES TARIFF

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SECTION 1 – DEFINITIONS (CONT'D.)

Company: Birch Communications, LLC.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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2323 Grand Blvd., Suite 925  
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---

ACCESS SERVICES TARIFF

---

SECTION 1 – DEFINITIONS (CONT'D.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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ACCESS SERVICES TARIFF

---

## SECTION 1 – DEFINITIONS (CONT'D.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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ACCESS SERVICES TARIFF

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SECTION 1 – DEFINITIONS (CONT'D.)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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Transmittal No. 1

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2323 Grand Blvd., Suite 925  
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ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of Birch Communications

## 2.1.1 Scope

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

## 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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2323 Grand Blvd., Suite 925  
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ACCESS SERVICES TARIFF

---

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.2 Shortage of Equipment or Facilities (Cont'd.)

- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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Transmittal No. 1

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2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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Transmittal No. 1

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Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

---

ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.1 Undertaking of Access Integrated Networks (Cont'd.)

## 2.1.4 Liability of the Company (Cont'd.)

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff

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Transmittal No. 1

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Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.1 Undertaking of Access Integrated Networks (Cont'd.)

## 2.1.4 Liability of the Company (Cont'd.)

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
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ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.1 Undertaking of Access Integrated Networks (Cont'd.)

## 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## 2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (Cont'd.)

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.1 Undertaking of Access Integrated Networks (Cont'd.)

## 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or 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.

## 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Access Integrated Networks (Cont'd.)

2.1.8 Special Construction (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 The Customer shall be responsible for (Cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- B. Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.3 Jurisdictional Reporting (Cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.2 Station Equipment (Cont'd.)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.1 Payment for Service (Cont'd.)

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis\* all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 25 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

\*For avoidance of any doubt, "current" means that the Company will, to the best of its ability, bill customers in the same month as the bill cycle date. The current month's invoice may contain charges for usage periods more than one month in arrears.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
  - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
  - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
    - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
    - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - III. Any other Fraudulent means or devices; or
2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.4 Cancellation of Application for Service (Cont'd.)

The special charges described will be calculated and applied on a case-by-case basis.

## 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd.)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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Transmittal No. 1

Issued: April 11, 2018

Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

## 2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Transmittal No. 1

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.10 Other Rules

If any provision, rate or term of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render any other provision, rate or term of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision, rate or term.

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Transmittal No. 1

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

## 3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

## 3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

## 3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

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Transmittal No. 1

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

## 3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

## 3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

## A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.1 Access Service Date Intervals (Cont'd.)

B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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Transmittal No. 1

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

## 3.2 Access Order (Cont'd.)

## 3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

## 3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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Transmittal No. 1

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

## 3.3 Supplementary Charges

Customer Requested Due Date Change <sup>1, 2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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## SECTION 4 - SWITCHED ACCESS SERVICE

## 4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

## 4.2 Provision and Description of Switched Access Service Arrangements

## 4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

1. Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
2. Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 8 of this tariff.

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Transmittal No. 1

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Issued: April 11, 2018

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## SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D.)

## 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

## 4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

## 4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

## 4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises.

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Transmittal No. 1

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## SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D.)

## 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

## 4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

## 4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

## 4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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Transmittal No. 1

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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Transmittal No. 1

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## SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

## 5.2 Rate Categories

There are three rate categories which apply to Switched Access Service:

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

## 5.2.1 End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. The composite rate element includes the following access components:

## A. Common Line

The Common Line component is related to the use of Company-provided end user common lines, and the terminations in the end office of end user lines, by customers and end users for intrastate access.

## B. Switched Transport

The Switched Transport component is related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport component also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM or its equivalent.

The terminating switched transport rate schedules are bifurcated into "3<sup>rd</sup> Party" and "End Office" rates. The Company bills the End Office terminating switched transport rates, in accordance with Commission Rules 51.907(g)(2) and 51.907(g), for "terminating traffic traversing a tandem switch that the terminating carrier or its affiliates owns." All other terminating switched transport traffic is billed the 3<sup>rd</sup> Party terminating switched transport rates.

## C. End Office Switching

The End Office Switching component is related to the use of end office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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Transmittal No. 1

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Effective: April 26, 2018

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.2 Rate Categories (Cont'd.)

5.2.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB).

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## SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

## 5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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Transmittal No. 1

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Issued: April 11, 2018

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges

5.4.1 Common Line Access Service

A. Carrier Common Line Charge

- Per Originating Minute

Note 1

- Per Terminating Minute

Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3.A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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## ACCESS SERVICES TARIFF

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

## 5.4 Rates and Charges (Cont'd.)

## 5.4.2 Switched Transport

A.	Entrance Facility		<u>Nonrecurring</u>	<u>Monthly</u>
		First DS1	ICB	ICB
		Additional DS1s	ICB	ICB
B.	Direct-Trunked Transport		<u>Nonrecurring</u>	<u>Monthly</u>
				<u>Recurring</u>
		1. Direct Transport		
		Per DS1	ICB	ICB
		Per DS1, per Mile	ICB	ICB
		2. Dedicated Trunk Port		
		Per DS1 Port	ICB	ICB
C.	Common Transport			
		1. Installation		<u>Nonrecurring</u>
		First Trunk		ICB
		Additional Trunks		ICB
		2. Tandem Switched, per Minute		Note 1
		3. Tandem Switched, per Minute, per Mile		Note 1
		4. Tandem Switching, per Minute		Note 1
		5. Common Multiplexing, per Minute		Note 1
		6. Common Trunk Port, per Minute		Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Common Transport.

Transmittal No. 1

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges (Cont'd.)

5.4.2 Switched Transport (Cont'd.)

D. Transport Interconnection Charge

1. Originating, per Minute

Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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## ACCESS SERVICES TARIFF

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

## 5.4 Rates and Charges (Cont'd.)

## 5.4.3 End Office Switching

## A. Local Switching

## 1. Service Provided via Commercial Agreement

Per Minute

Service Areas	Tandem Connect			Direct Connect		
	Originating	Terminating		Originating	Terminating	
		3 <sup>rd</sup> Party	End Office		3 <sup>rd</sup> Party	End Office
AT&T (former BellSouth) areas	\$0.005695	\$0.00220880	\$0.00070000	\$0.002962	\$0.00027580	\$0.00000000
AT&T (former SBC) areas	\$0.004006	\$0.00054335	\$0.00070000	\$0.002682	\$0.00011935	\$0.00000000
AT&T (former Ameritech) areas						
Zone 1	\$0.005207	\$0.00158970	\$0.00070000	\$0.003478	\$0.00023170	\$0.00000000
Zone 2	\$0.005253	\$0.00163570	\$0.00070000	\$0.003478	\$0.00023170	\$0.00000000
Zone 3	\$0.005260	\$0.00164270	\$0.00070000	\$0.003478	\$0.00023170	\$0.00000000
Zone 4	\$0.005394	\$0.00177670	\$0.00070000	\$0.003478	\$0.00023170	\$0.00000000
Zone 5	\$0.005944	\$0.00232670	\$0.00070000	\$0.003478	\$0.00023170	\$0.00000000
CenturyLink (former Qwest) areas						
Zone 1	\$0.006080	\$0.00309800	\$0.00070000	\$0.002445	\$0.00021000	\$0.00000000
Zone 2	\$0.006080	\$0.00309800	\$0.00070000	\$0.002445	\$0.00021000	\$0.00000000
Zone 3	\$0.006080	\$0.00297200	\$0.00070000	\$0.002445	\$0.00029720	\$0.00000000
Verizon areas <sup>1</sup> (CT, NY, RI)	\$0.005692	\$0.00159800	\$0.00070000	\$0.002406	\$0.00000000	\$0.00000000
Verizon areas <sup>1</sup> (DE, NJ, PA)	\$0.005692	\$0.00159800	\$0.00070000	\$0.002406	\$0.00000000	\$0.00000000
Fairpoint areas	\$0.005495	\$0.00163600	\$0.00070000	\$0.002264	\$0.00000000	\$0.00000000
Frontier WV (former Verizon) areas	\$0.005562	\$0.00170800	\$0.00071700	\$0.002273	\$0.00000000	\$0.00000000
Frontier (former SNET areas)	\$0.005872	\$0.00133895	\$0.00079496	\$0.003657	\$0.00052395	\$0.00007896
CenturyLink (NV) areas						
Zone 1	\$0.007604	\$0.00285660	\$0.00070000	\$0.004593	\$0.00020860	\$0.00000000
Zone 2	\$0.007708	\$0.00296055	\$0.00070000	\$0.004606	\$0.00022155	\$0.00000000
Zone 3	\$0.007952	\$0.00320500	\$0.00070000	\$0.004629	\$0.00024500	\$0.00000000
Hawaiian Tel areas						
Zone 1	\$0.00494933	\$0.00207260	\$0.00070000	\$0.00228393	\$0.00021700	\$0.00000000
Zone 2	\$0.00494933	\$0.00194260	\$0.00070000	\$0.00228393	\$0.00021700	\$0.00000000
Zone 3	\$0.00494933	\$0.00181260	\$0.00070000	\$0.00228393	\$0.00021700	\$0.00000000

<sup>1</sup>Equivalent to Verizon's "Composite Terminating End Office Charge"

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## SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

## 5.4 Rates and Charges (Cont'd.)

## 5.4.3 End Office Switching (Cont'd.)

## A. Local Switching (Cont'd.)

## 2. Service Provided via Company Facilities

- Per Minute

Service Areas	Originating	Tandem Connect	
		Terminating 3 <sup>rd</sup> Party	End Office
AT&T (former BellSouth) areas	\$0.003714	\$0.0007880	\$0.0000000
AT&T (former SBC) areas	\$0.003599	\$0.0001360	\$0.0000000
AT&T (former Ameritech) areas			
Zone 1	\$0.003761	\$0.0002740	\$0.0000000
Zone 2	\$0.003775	\$0.0002880	\$0.0000000
Zone 3	\$0.003778	\$0.0002910	\$0.0000000
Zone 4	\$0.003780	\$0.0002930	\$0.0000000
Zone 5	\$0.003782	\$0.0002950	\$0.0000000
CenturyLink (former Qwest) areas	\$0.003357	\$0.0006360	\$0.0000000
Verizon areas <sup>1</sup> (CT, NY, RI)	\$0.004118	\$0.0000240	\$0.0000000
Verizon areas <sup>1</sup> (DE, NJ, PA)	\$0.004118	\$0.0000240	\$0.0000000
Fairpoint areas	\$0.003895	\$0.0000360	\$0.0000000
Frontier WV (former Verizon) areas	\$0.003878	\$0.0000240	\$0.0000240
Frontier (former SNET areas)	\$0.004714	\$0.0001810	\$0.0000820
CenturyLink (NV) areas			
Zone 1	\$0.005089	\$0.0005960	\$0.0000000
Zone 2	\$0.005126	\$0.0006330	\$0.0000000
Zone 3	\$0.005193	\$0.0007000	\$0.0000000
Hawaiian Tel areas			
Zone 1	\$0.0032489	\$0.0006556	\$0.0000000
Zone 2	\$0.0032489	\$0.0005256	\$0.0000000
Zone 3	\$0.0032489	\$0.0003956	\$0.0000000

## B. Information Surcharge, per Minute

Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

<sup>1</sup>Equivalent to Verizon's "Composite Terminating End Office Charge"

Transmittal No. 1

Issued: April 11, 2018

Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
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SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges (Cont'd.)

5.4.4 Toll-Free 8XX Data Base Query

Per Query

\$.0075

5.4.5 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

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Transmittal No. 1

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Issued: April 11, 2018

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## SECTION 6 - MISCELLANEOUS CHARGES

## 6.1 Access Recovery Fee

The purpose of the Access Recovery Fee is to partially offset the Company's costs to provide services, support its infrastructure, and recover costs associated with the federally mandated reduction in carrier access rates resulting from the FCC's 2011 Universal Service Fund/Intercarrier Compensation Reform Order.

Charge

Access Recovery Fee

MRC

\$1.24 on each Business or Residential line

## 6.2 [Reserved for Future Use]

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.3 Presubscribed Interexchange Carrier Charge

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly, flat-rated charge assessed to the interexchange carrier for each presubscribed local exchange service line or trunk. The PICC will be based on a monthly snapshot of end user accounts. No fractional debits or credits will be created. Additionally, PICCs will be assessed to end user customers on "no-PIC" lines.

Centrex lines will be billed 1/9<sup>th</sup> of the multiline business rate. For Centrex groups with fewer than 9 lines, the charge will be the multiline business rate divided by the number of lines in the Centrex group.

ISDN BRI lines will be charged the non-primary residential line rate, and ISDN PRI lines will be charged 5 times the multiline business rate.

<u>Primary Residential or Single Line Business</u> per line or trunk	<u>Non-Primary Residential</u> per line or trunk	<u>Multiline Business</u> per line or trunk
\$0.00	\$0.00	\$2.50

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Transmittal No. 1

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.4 PIC Change Charge

This is a “per request” charge billed for end-users making a change to their preferred long distance service provider. The charge is waived if the end-user is choosing Birch as their preferred provider.

Nonrecurring Charge per Change: \$ 15.00

6.5 [Reserved for Future Use]

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Transmittal No. 1

Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.6 Billing Name and Address

## 6.6.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

## 6.6.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - 1. Billing its customers for using Customer's telecommunications services.
  - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar non-marketing purposes.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.6 Billing Name and Address (Cont'd)

## 6.6.2 General (Cont'd)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

## E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

## F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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Transmittal No. 1

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.6 Billing Name and Address (Cont'd)

## 6.6.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company and billed to the customer on a monthly basis at the rates set forth in 6.6.4 following.

## 6.6.4 Rates and Charges

	BNA Request <u>Manual</u>	BNA Request <u>Mechanized</u>
Billing Name and Address for ANI		
- Per ANI Requested	\$1.00	ICB

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Transmittal No. 1

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.7 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff.

## 6.7.1 Local Number Portability Query Description

- A. LNP Query (LNPQ) is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a LNP database to secure the LRN which is then used in routing the call. In some network arrangements, a third-party's tandem may be interposed between the N-1 carrier and the terminating network.
- B. Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc. F.C.C. No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier a LNP Query charge as described herein.
- C. When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier a LNP Query charge as shown herein.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.7 Local Number Portability (LNP) (Cont'd)

6.7.2 Local Number Portability Query Arrangements

- A. There are two arrangements of LNPQ available through the Company's network:
- LNP Query-Tandem
  - LNP Query-End Office
- B. Following is a detailed description of the available service application.
1. When the Company performs a query on behalf of a carrier delivering the call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.
  2. When a Company tandem switch performs the query on behalf of a carrier, a LNP Query-Tandem charge is applied whenever the call is to a NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. F.C.C. No. 4. Tariff.
  3. When a Company end office switch performs the query on behalf of a carrier, a LNP Query-End Office charge will apply when the called Directory Number has ported out of the Company switch.

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Transmittal No. 1

Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.7 Local Number Portability (LNP) (Cont'd)

## 6.7.3 Limitations

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

## 6.7.4 Local Number Portability Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands.

## 6.7.5 LNPQ Rate Regulations

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

## A. LNPQ Rate Elements

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

1. LNP Query-Tandem query charges are assessed for each non-queried call delivered by a carrier to the Company Tandem to for any NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association F.C.C. No. 4. Tariff. This charge is also assessed when a carrier delivers calls to other LECs through a Company Tandem.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.7 Local Number Portability (LNP) (Cont'd)

6.7.5 LNPQ Rate Regulations (Cont'd)

A. LNPQ Rate Elements (Cont'd)

2. LNP Query-End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

B. LNPQ Rates

LNP Query-Tandem (per query)	\$0.012
LNP Query-End Office (per query)	\$0.012

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Transmittal No. 1

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.7 Local Number Portability (LNP) (Cont'd)

## 6.7.6 LNP End User Surcharge

- A. The Company will assess a monthly number-portability charge to end users served by LNP-capable switches. The charge applies to Company's end users served by LNP-capable switches effective with this tariff section, and for a period no longer than five years. The Company will assess the charge in each end office at such time as the end office becomes LNP capable.
- B. The monthly charge is assessed, as determined by the Company, to all end users or resellers of local exchange service. The LNP End User Surcharge is assessed on a per line basis except as set forth following:
1. When a customer is provided Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) that permits the provision of up to 24 voice-grade equivalent channels over a single T-1 facility, the LNP End User Surcharge for ISDN-PRI is assessed per T-1 facility;
  2. When a customer is provided PBX Service, the LNP End User Surcharge is assessed per PBX trunk;
  3. The LNP End User Surcharge is not assessed to Lifeline customers.
- C. LNP End User Surcharge Rates

The rates and charges associated with LNP End User Surcharge will be billed monthly.

Basic, per line <u>per month</u>	ISDN-PRI, per T-1 <u>per month</u>	PBX, per trunk <u>per month</u>
\$0.00	\$0.00	\$0.00

Transmittal No. 1

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.8 Regulatory Compliance Fee (applicable only in TN)

The Regulatory Compliance Fee covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers.

Regulatory Compliance Fee                      \$0.75

## 6.9 Universal Service Fund

## 6.9.1 Interstate and International Revenue Factor

For the purpose of allocating a portion of bundled local exchange service revenue to the interstate jurisdiction, the Company derives, on a quarterly basis, an Interstate and International Revenue Factor (IIF). This factor is the percentage interstate and international revenue comprises of total regulated revenue. Interstate and International revenue includes usage-based interstate/international long distance charges, and allowance-based usage priced out at standard usage rates. The IIF is reviewed quarterly and is available at [www.accesscomm.com/about/billaddress.aspx](http://www.accesscomm.com/about/billaddress.aspx).

## 6.9.2 Universal Service Fund Pass-Through

In connection with the FCC's Universal Service Orders, Birch will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Birch will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international revenue, including usage and non-usage revenue. Retail interstate and international revenue will be derived, in part, by the Company's IIF identified in section 6.9.1.

This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>.

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Transmittal No. 1

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

## 6.9 Universal Service Fund (Cont'd)

## 6.9.2 Universal Service Fund Pass-Through (Cont'd)

Using these special numbers, the USF charge on each customer's bill will be calculated as follows (except customers in Iowa, Montana, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee or Wyoming):

$$\text{USF(A)} = \text{Quarterly Universal Service Fee Factor} \times \text{Sum of } [(\{\text{Line or Package Price} + \text{Recurring Feature Charges} + \text{Facilities Charge/s} + \text{Regulatory Compliance Fee} + \text{Carrier Access Recovery Charge}\} \times \text{IIF}) + \text{Interstate LD Charges} + \text{International LD Charges}]$$
$$\text{USF(B)} = \text{Quarterly Universal Service Fee Factor} \times \text{USF(A)}$$
$$\text{USF} = \text{total USF charge} = \text{USF(A)} + \text{USF(B)}$$

For customers in Iowa, Montana, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee or Wyoming, the USF charge on each customer's bill will be calculated as follows:

$$\text{USF(A)} = \text{Quarterly Universal Service Fee Factor} \times \text{Sum of } [\text{Facilities Charge/s} + \text{Regulatory Compliance Fee} + \text{Carrier Access Recovery Charge} + \text{Interstate LD Charges} + \text{International LD Charges} + \{\text{PF\%} \times \text{Package Price}\}]$$
$$\text{USF(B)} = \text{Quarterly Universal Service Fee Factor} \times \text{USF(A)}$$
$$\text{USF} = \text{total USF charge} = \text{USF(A)} + \text{USF(B)}$$

Where Package Factor (PF) = the percentage of the Package Price that comprises unbilled interstate minutes as measured across all Package lines. The PF is reviewed quarterly and is available at [www.accesscomm.com/about/billaddress.aspx](http://www.accesscomm.com/about/billaddress.aspx).

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Transmittal No. 1

---

Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

- 6.10 Facilities Charge (applicable only in Iowa, Montana, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee or Wyoming)

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each business line where there's more than one business line at the physical location. Long Distance-only numbers are subject to a Facilities Charge where there is more than one business line at the physical location.

The Supplementary Facilities Charge will be discounted on each business line by \$1.99 per month (Discount 1) where your relationship with Access meets both of the following requirements:

- has a contract with Access Integrated Networks, and
- uses Access Integrated Networks Interstate Long Distance

Where another Interstate Long Distance carrier other than Access Integrated Networks has been selected, a \$3.99 discount per month applies to the Supplementary Facilities Charge (Discount 2).

<u>Charge</u>	<u>MRC</u>
Facilities Charge	\$6.42 on each Business line \$7.11 on each Residential line \$3.99 on each applicable Long Distance-only number
Supplementary Facilities Charge	\$6.63 on each applicable Business Line \$3.99 on each applicable Long Distance-only number
- Discount 1	(\$1.99)
- Discount 2	(\$3.99)

- 6.11 Carrier Access Recovery Charge (applicable only in Iowa, Montana, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee or Wyoming)

The Carrier Access Recovery Charge funds a contribution towards higher costs of interconnection with other carriers, due to the ongoing shift of network cost recovery from carrier-billed access services.

Carrier Access Recovery Charge	\$0.50
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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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SECTION 7 - DEDICATED ACCESS SERVICE

The Company provides interstate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

Transmittal No. 1

---

Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 8 - SPECIAL ARRANGEMENTS

## 8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

## 8.2 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. 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. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 9 – GRANDFATHERED SERVICES

*As of August 21, 2007, services in sections 9.1-9.5 are only available to former IDT America, Corp. customers.*

## 9.1 Presubscribed Interexchange Carrier Charge

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly, flat-rated charge assessed to the interexchange carrier for each presubscribed local exchange service line or trunk. The PICC will be based on a monthly snapshot of end user accounts. ISDN PRI arrangements will be billed five (5) times the multiline business rate. No fractional debits or credits will be created.

Residential or Single line Business	\$0.00
Multiline Business (Except Centrex)	\$0.00
Centrex per line or trunk per line or trunk per station*	\$0.00

## 9.2 End User Common Line Charge

The Company recovers some of the costs of the telephone line or trunk connected to the customer premises through a monthly charge called the End User Access Charge. The End User Access Charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk. The End User Access Charge will be based on a monthly snapshot of end user accounts. No fractional debits or credits will be created.

Primary Residential or Single Line Business	\$6.50
Non-Primary Residential	\$6.50

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Transmittal No. 1

---

Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 9 – GRANDFATHERED SERVICES (CONT'D.)

## 9.3 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff, 5.3.1 LNP End User Surcharge

- A. The Company will assess a monthly number-portability charge to end users served by LNP-capable switches. The charge applies to Company's end users served by LNP-capable switches effective with this tariff section, and for a period no longer than five years. The Company will assess the charge in each end office at such time as the end office becomes LNP capable.
- B. The monthly charge is assessed, as determined by the Company, to all end users or resellers of local exchange service. The LNP End User Surcharge is assessed on a per line basis except as set forth following:
  - 1. When a customer is provided Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) that permits the provision of up to 24 voice grade equivalent channels over a single T-1 facility, the LNP End User Surcharge for ISDN-PRI is assessed per T-1 facility;
  - 2. When a customer is provided PBX Service, the LNP End User Surcharge is assessed per PBX trunk;
  - 3. The LNP End User Surcharge is not assessed to Lifeline customers.

## 9.4 LNP End User Surcharge Rates

The rates and charges associated with LNP End User Surcharge will be billed monthly.

Per line, per month:     \$0.35

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Transmittal No. 1

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Issued: April 11, 2018

Effective: April 26, 2018

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## SECTION 9 – GRANDFATHERED SERVICES (CONT'D.)

## 9.5 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, ACCESS will pay a percentage of its retail revenues to support the Universal Service Fund (USF). ACCESS will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>.

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Transmittal No. 1

---

Issued: April 11, 2018

Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

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ACCESS SERVICES TARIFF

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SECTION 10 – VOIP-PSTN TRAFFIC

10.1 General

VoIP-PSTN Traffic is traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN Traffic, identified by supplied VoIP PVU Factors, will be billed as follows:

- Toll VoIP-PSTN traffic shall be billed at the Company's applicable interstate switched access rates specified in this Tariff.
- Non-Toll VoIP-PSTN traffic shall be billed at the FCC Mandated Cap for Reciprocal Compensation and shall be not be greater than \$0.0007 per MOU.

---

Transmittal No. 1

Issued: April 11, 2018

Effective: April 26, 2018

By: Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

## CONCURRENCE

F.C.C. Concurrence No. 1

Birch Telecom of Missouri, LLC

320 Interstate North Pkwy SE  
Atlanta, GA 30339

April 11, 2018

Secretary,

*Federal Communications Commission, Washington, D.C. 20554*

This is to report that Birch Telecom of Missouri, LLC assents to and concurs in the tariff described below. Birch Telecom of Missouri, LLC thus makes itself a party to that tariff and obligates itself to observe every provision in them, until a notice of revocation is filed with the Commission and delivered to the issuing carrier.

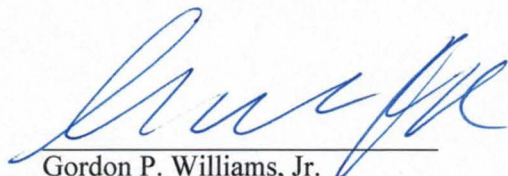
This concurrence applies to interstate (and foreign) communication:

1. Between the different points on the concurring carrier's own system.

## TARIFF

Birch Communications, LLC, Tariff FCC No. 1, Access Services Tariff, issued April 11, 2018, effective April 26, 2018.

Birch Telecom of Missouri, LLC

A handwritten signature in blue ink, appearing to read "G. Williams, Jr.", is written over a horizontal line.

Gordon P. Williams, Jr.  
Senior Vice President & General Counsel

## CONCURRENCE

F.C.C. Concurrence No. 1

Birch Telecom of Texas Ltd., L.L.P.  
320 Interstate North Pkwy SE  
Atlanta, GA 30339

April 11, 2018

Secretary,

*Federal Communications Commission, Washington, D.C. 20554*

This is to report that Birch Telecom of Texas Ltd., L.L.P assents to and concurs in the tariff described below. Birch Telecom of Texas Ltd., L.L.P thus makes itself a party to that tariff and obligates itself to observe every provision in them, until a notice of revocation is filed with the Commission and delivered to the issuing carrier.

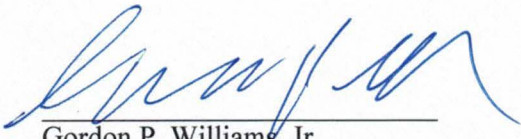
This concurrence applies to interstate (and foreign) communication:

1. Between the different points on the concurring carrier's own system.

## TARIFF

Birch Communications, LLC, Tariff FCC No. 1, Access Services Tariff, issued April 11, 2018, effective April 26, 2018.

Birch Telecom of Texas Ltd., L.L.P

A handwritten signature in blue ink, appearing to read 'Gordon P. Williams, Jr.', is written over a horizontal line.

Gordon P. Williams, Jr.  
Senior Vice President & General Counsel



## CONCURRENCE

F.C.C. Concurrence No. 1

Birch Telecom of Kansas, LLC  
320 Interstate North Pkwy SE  
Atlanta, GA 30339

April 11, 2018

Secretary,

*Federal Communications Commission, Washington, D.C. 20554*

This is to report that Birch Telecom of Kansas, LLC assents to and concurs in the tariff described below. Birch Telecom of Kansas, LLC thus makes itself a party to that tariff and obligates itself to observe every provision in them, until a notice of revocation is filed with the Commission and delivered to the issuing carrier.

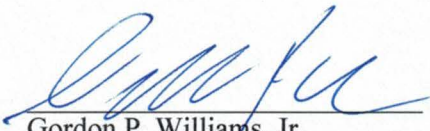
This concurrence applies to interstate (and foreign) communication:

1. Between the different points on the concurring carrier's own system.

## TARIFF

Birch Communications, LLC, Tariff FCC No. 1, Access Services Tariff, issued April 11, 2018, effective April 26, 2018.

Birch Telecom of Kansas, LLC

A handwritten signature in blue ink, appearing to read "Gordon P. Williams, Jr.", is written over a horizontal line.

Gordon P. Williams, Jr.  
Senior Vice President & General Counsel

## CONCURRENCE

F.C.C. Concurrence No. 1

Birch Telecom of Oklahoma, LLC  
320 Interstate North Pkwy SE  
Atlanta, GA 30339

April 11, 2018

Secretary,

*Federal Communications Commission, Washington, D.C. 20554*

This is to report that Birch Telecom of Oklahoma, LLC assents to and concurs in the tariff described below. Birch Telecom of Oklahoma, LLC thus makes itself a party to that tariff and obligates itself to observe every provision in them, until a notice of revocation is filed with the Commission and delivered to the issuing carrier.

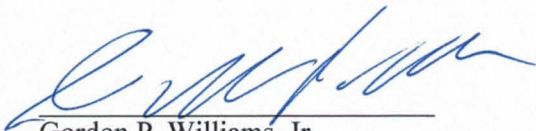
This concurrence applies to interstate (and foreign) communication:

1. Between the different points on the concurring carrier's own system.

## TARIFF

Birch Communications, LLC, Tariff FCC No. 1, Access Services Tariff, issued April 11, 2018, effective April 26, 2018.

Birch Telecom of Oklahoma, LLC

A handwritten signature in blue ink, appearing to read "Gordon P. Williams, Jr.", is written over a horizontal line.

Gordon P. Williams, Jr.  
Senior Vice President & General Counsel



Hayes Affidavit  
Exhibit 5

Access Point Bill

**CONFIDENTIAL MATERIALS OMITTED**

Hayes Affidavit  
Exhibit 6

CenturyTel Bill

**CONFIDENTIAL MATERIALS OMITTED**

Hayes Affidavit  
Exhibit 7

Windstream Bill

**CONFIDENTIAL MATERIALS OMITTED**

Hayes Affidavit  
Exhibit 8

**DOMESTIC INTERSTATE ACCESS SERVICES**

---

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO DOMESTIC  
INTERSTATE TELECOMMUNICATIONS SERVICES FURNISHED BY  
**BROADVIEW NETWORKS, INC.**  
BETWEEN POINTS IN THE UNITED STATES AS SPECIFIED HEREIN.

---

Issued: January 10, 2001

Effective Date: January 11, 2001

Issued By: Ana Bataille, Manager – Regulatory Affairs  
Broadview Networks, Inc.  
59 Maiden Lane, 27<sup>th</sup> Floor  
New York, NY 10038

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 8 – END USER ACCESS SERVICE (Cont'd)**

8.3 Rates and Charges

8.3.2 Presubscribed Interexchange Carrier Charge (“PICC”)

Primary Residence Subscriber	\$0.00 monthly per individual line or trunk	
Nonprimary Residence Subscriber	\$0.00 monthly per individual line or trunk	
Single Line Business Subscriber	\$0.00 monthly per individual line or trunk	
Multiline Business Subscriber	\$3.78 monthly per individual line or trunk	(I)

PRI ISDN Subscriber \$49.00 monthly, each service

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Issued: February 16, 2012

Effective Date: February 18, 2012

Issued By: Steve Bogdan, Director-Regulatory and Compliance  
Broadview Networks, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

Hayes Affidavit  
Exhibit 9

TITLE PAGE  
ACCESS SERVICES TARIFF  
OF  
**Cinergy Communications Company**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Cinergy Communications Company

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Issued: November 7, 2001

Effective: November 8, 2001

By:

John Cinelli, President  
Cinergy Communications Company  
1419 W. Lloyd Expressway  
Evansville, IN 47710



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**SECTION 6 - MISCELLANEOUS ACCESS CHARGES****6.2 PIC Charges****6.2.1 PIC Change Charge**

Nonrecurring Charge per Change:	\$5.00
Unauthorized PIC Change	
The charge for an unauthorized Business or Residence service change in presubscription	\$23.05
The charge for a Business/Residence Carrier PIC Switchback change in presubscription	\$7.50

**6.2.2. Primary Interexchange Carrier Charge (PICC)**

(N)

The PICC is a flat monthly charge that applies for each end user's common lines. The PICC applies on a per pre-subscribed line basis. For end users who have a Presubscribed Interexchange Carrier (PIC), the PICC applies to the selected IXC on a per presubscribed basis. This charge also applies when a telecommunications carrier has purchased local exchange service for resale.

When an end user's line has two PICs, one for interLATA calls and one for intraLATA calls, the PICC is billed to the interLATA presubscribed carrier.

If the end user line is not presubscribed to a primary interexchange carrier, the PICC will be assessed directly to the end user. If the local exchange service is provided on a resold basis by a telecommunications carrier other than Company, and the end user has not chosen a presubscribed interexchange carrier, the reseller will be assessed the PICC.

Upon timely notification (at least 15 days before the date on which the Company determines the IC's PICC liability for a given month) from an IXC to the Company that the IXC has terminated long distance service for an end user for nonpayment or other violation of the IXC's tariff, the Company will cease billing the PICC to the IXC with respect to that end users license. The Company will bill the PICC directly to the end user until such time as the end user selects a new presubscribed IXC. The IXC will also furnish the Company with a copy of the end user notification or updated Customer Account Record Exchange (CARE) records for terminated end users, which indicate the date of end user notification and reason for termination.

(N)

---

Issued: December 16, 2003

Effective: December 17, 2003

By:

John Cinelli, President  
Cinergy Communications Company  
1419 W. Lloyd Expressway  
Evansville, IN 47710

**SECTION 6 - MISCELLANEOUS ACCESS CHARGES**

(N)

**6.2 PIC Charges cont.****6.2.2 Primary Interexchange Carrier Charge (PICC) cont.**

The PICC is assessed based on the number and type of lines that are presubscribed. The type of lines for which PICC applies corresponds to the types of lines for which access charges apply. The types of lines for which PICC applies are Multi-Line Business and Primary Rate Interface ISDN (ISDN-PRI).

PICC will be charged per line or trunk for Multi-Line Business. The PICC for ISDN-PRI is the Multi-Line Business PICC rate multiplied by five. For trunks that are presubscribed to an IXC, the ISDN-PRI PICC will be charged to the presubscribed IXC for each trunk. If a trunk is not presubscribed to an IXC, the end user will be billed the PICC for that trunk.

**PICC Rates****Monthly Recurring Charge**

Multi-Line Business Line  
ISDN-PRI

\$4.31  
\$21.55

(N)

Issued: December 16, 2003

Effective: December 17, 2004

By:

John Cinelli, President  
Cinergy Communications Company  
1419 W. Lloyd Expressway  
Evansville, IN 47710

Hayes Affidavit  
Exhibit 10

ACCESS SERVICES TARIFF

OF

CMN-RUS, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by CMN-RUS, Inc.

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Issued: July 31, 2015

Effective: August 1, 2015

By:

John Cinelli, President  
CMN-RUS, Inc.  
3701 Communications Way  
Evansville, IN 47715

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SECTION 6 - MISCELLANEOUS ACCESS CHARGES

## 6.2 PIC Charges

## 6.2.1 PIC Change Charge

Nonrecurring Charge per Change:	\$5.00
Unauthorized PIC Change	
The charge for an unauthorized Business or Residence service change in presubscription	\$23.05
The charge for a Business/Residence Carrier PIC Switchback change in presubscription	\$7.50

## 6.2.2. Primary Interexchange Carrier Charge (PICC)

The PICC is a flat monthly charge that applies for each end user's common lines. The PICC applies on a per pre-subscribed line basis. For end users who have a Presubscribed Interexchange Carrier (PIC), the PICC applies to the selected IXC on a per presubscribed basis. This charge also applies when a telecommunications carrier has purchased local exchange service for resale.

When an end user's line has two PICs, one for interLATA calls and one for intraLATA calls, the PICC is billed to the interLATA presubscribed carrier.

If the end user line is not presubscribed to a primary interexchange carrier, the PICC will be assessed directly to the end user. If the local exchange service is provided on a resold basis by a telecommunications carrier other than Company, and the end user has not chosen a presubscribed interexchange carrier, the reseller will be assessed the PICC.

Upon timely notification (at least 15 days before the date on which the Company determines the IC's PICC liability for a given month) from an IXC to the Company that the IXC has terminated long distance service for an end user for nonpayment or other violation of the IXC's tariff, the Company will cease billing the PICC to the IXC with respect to that end users license. The Company will bill the PICC directly to the end user until such time as the end user selects a new presubscribed IXC. The IXC will also furnish the Company with a copy of the end user notification or updated Customer Account Record Exchange (CARE) records for terminated end users, which indicate the date of end user notification and reason for termination,

---

Issued: July 31, 2015

Effective: August 1, 2015

By:

John Cinelli, President  
CMN-RUS, Inc.  
3701 Communications Way  
Evansville, IN 47715

## SECTION 6 - MISCELLANEOUS ACCESS CHARGES

## 6.2 PIC Charges cont.

## 6.2.2 Primacy Interexchange Carrier Charge (PICC) cont.

The PICC is assessed based on the number and type of lines that are presubscribed. The type of lines for which PICC applies corresponds to the types of lines for which access charges apply. The types of lines for which PICC applies are Multi-Line Business and Primary Rate Interface ISDN (ISDN-PRI).

PICC will be charged per line or trunk for Multi-Line Business. The PICC for ISDN-PRI is the Multi-Line Business PICC rate multiplied by five. For trunks that are presubscribed to an IXC, the ISDN-PRI PICC will be charged to the presubscribed IXC for each trunk. If a trunk is not presubscribed to an IXC, the end user will be billed the PICC for that trunk.

PICC Rates	Monthly Recurring Charge
Multi-Line Business Line	\$4.31
ISDN-PRI	\$21.55

---

Issued: July 31, 2015

Effective: August 1, 2015

By:

John Cinelli, President  
CMN-RUS, Inc.  
3701 Communications Way  
Evansville, IN 47715

Hayes Affidavit  
Exhibit 11

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*This tariff, FCC No. 3, cancels and replaces FCC No. 2 in its entirety.*

---

TITLE PAGE

ACCESS SERVICES TARIFF

OF

**FIRST COMMUNICATIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by First Communications, LLC. This tariff is on file with the Federal Communications Commission (FCC). Copies may be inspected during normal business hours at the Company's principal place of business at 3340 West Market Street, Akron, Ohio 44333.

*This tariff, FCC No. 3, cancels and replaces FCC No. 2 in its entirety.*

---

Issued: November 3, 2005

Issued by:

Joseph R. Morris, COO  
First Communications, LLC  
3340 West Market Street  
Akron, OH 44333

Effective: November 5, 2005



**SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)****6.3 Presubscribed Interexchange Carrier Charge**

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly, flat-rated charge assessed to the interexchange carrier for each presubscribed local exchange service line or trunk. The PICC will be based on a monthly snapshot of end user accounts. No fractional debits or credits will be created. Additionally PICCs will be assessed to end user Customers on "no-PIC" lines.

Centrex lines will be billed 1/9<sup>th</sup> of the multiline business rate. For Centrex groups with fewer than 9 lines, the per line charge will be the multiline business rate divided by the number of lines in the Centrex group.

ISDN BRI lines will be charged the non-primary residential line rate, and ISDN PRI lines will be charged 5 times the multiline business rate.

<b><u>Primary Residential or Single Line Business</u></b>	<b><u>Non-Primary Residential</u></b>	<b><u>Multiline Business</u></b>
per line or trunk	per line or trunk	per line or trunk
\$0.00	\$0.00	\$4.31

---

Issued: November 3, 2005

Issued by:

Joseph R. Morris, COO  
First Communications, LLC  
3340 West Market Street  
Akron, OH 44333

Effective: November 5, 2005

Hayes Affidavit  
Exhibit 12

ACCESS SERVICES TARIFF

OF

Metro Fibernet, LLC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Metro Fibernet, LLC.

---

Issued: July 30, 2015

Effective: July 31, 2015

By:

John Cinelli, President  
Metro Fibernet, LLC.  
3701 Communications Way  
Evansville, IN 47715

---

SECTION 6 - MISCELLANEOUS ACCESS CHARGES

## 6.2 PIC Charges

## 6.2.1 PIC Change Charge

Nonrecurring Charge per Change:	\$5.00
Unauthorized PIC Change	
The charge for an unauthorized Business or Residence service change in presubscription	\$23.05
The charge for a Business/Residence Carrier PIC Switchback change in presubscription	\$7.50

## 6.2.2. Primary Interexchange Carrier Charge (PICC)

The PICC is a flat monthly charge that applies for each end user's common lines. The PICC applies on a per pre-subscribed line basis. For end users who have a Presubscribed Interexchange Carrier (PIC), the PICC applies to the selected IXC on a per presubscribed basis. This charge also applies when a telecommunications carrier has purchased local exchange service for resale.

When an end user's line has two PICs, one for interLATA calls and one for intraLATA calls, the PICC is billed to the interLATA presubscribed carrier.

If the end user line is not presubscribed to a primary interexchange carrier, the PICC will be assessed directly to the end user. If the local exchange service is provided on a resold basis by a telecommunications carrier other than Company, and the end user has not chosen a presubscribed interexchange carrier, the reseller will be assessed the PICC.

Upon timely notification (at least 15 days before the date on which the Company determines the IC's PICC liability for a given month) from an IXC to the Company that the IXC has terminated long distance service for an end user for nonpayment or other violation of the IXC's tariff, the Company will cease billing the PICC to the IXC with respect to that end users license. The Company will bill the PICC directly to the end user until such time as the end user selects a new presubscribed IXC. The IXC will also furnish the Company with a copy of the end user notification or updated Customer Account Record Exchange (CARE) records for terminated end users, which indicate the date of end user notification and reason for termination,

---

Issued: July 30, 2015

Effective: July 31, 2015

By:

John Cinelli, President  
Metro Fibernet, LLC.  
3701 Communications Way  
Evansville, IN 47715

## SECTION 6 - MISCELLANEOUS ACCESS CHARGES

## 6.2 PIC Charges cont.

## 6.2.2 Primacy Interexchange Carrier Charge (PICC) cont.

The PICC is assessed based on the number and type of lines that are presubscribed. The type of lines for which PICC applies corresponds to the types of lines for which access charges apply. The types of lines for which PICC applies are Multi-Line Business and Primary Rate Interface ISDN (ISDN-PRI).

PICC will be charged per line or trunk for Multi-Line Business. The PICC for ISDN-PRI is the Multi-Line Business PICC rate multiplied by five. For trunks that are presubscribed to an IXC, the ISDN-PRI PICC will be charged to the presubscribed IXC for each trunk. If a trunk is not presubscribed to an IXC, the end user will be billed the PICC for that trunk.

PICC Rates	Monthly Recurring Charge
Multi-Line Business Line	\$4.31
ISDN-PRI	\$21.55

---

Issued: July 30, 2015

Effective: July 31, 2015

By:

John Cinelli, President  
Metro Fibernet, LLC.  
3701 Communications Way  
Evansville, IN 47715

Hayes Affidavit  
Exhibit 13

**CHECK SHEET**

Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>
Title Page	Original	38	Original	75	Original
1	First Revised*	39	Original	76	Original
2	Original	40	Original	77	Original
3	Original	41	Original	78	Original
4	Original	42	Original	78.1	Original*
5	First Revised*	43	Original	79	Original
6	First Revised*	44	Original	80	Original
7	First Revised*	45	Original	81	Original
8	Original	46	Original	81.1	Original*
9	Original	47	Original	82	Original
10	Original	48	Original	83	Original
11	Original	49	Original	84	Original
12	Original	50	Original	85	First Revised*
13	Original	51	Original	85.1	Original*
14	Original	52	Original	86	Original
15	Original	53	Original	87	Original
16	Original	54	Original	88	Original
17	Original	55	Original	88.1	Original*
18	Original	56	Original	89	Original
19	Original	57	Original	90	Original
20	Original	58	Original	91	Original
21	Original	59	Original	92	Original
22	Original	60	Original	93	Original
23	Original	61	Original	94	Original*
24	Original	62	Original		
25	Original	63	Original		
26	Original	64	Original		
27	Original	65	Original		
28	Original	66	Original		
29	Original	67	Original		
30	Original	68	Original		
31	Original	69	Original		
32	Original	70	Original		
33	Original	71	Original		
34	Original	72	Original		
35	Original	73	Original		
36	Original	74	Original		
37	Original				

\*Pages included in this filing

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**12. RATES AND CHARGES**

(N)

**12.2 Qwest Corporation d/b/a CenturyLink QC Territory (Cont'd)****12.2.4 Presubscribed Interexchange Carrier Charge (PICC)**

The recurring Presubscribed Interexchange Carrier Charge (PICC) rate charged by the Company is the current maximum rate allowed by the Federal Communications Commission per line.

**12.2.5 Interstate Surcharge**

The Interstate Surcharge ("ITS") shall be charged to purchasers of Access Services under this subsection. The ITS is assessed per access line on a monthly recurring basis. The ITS is calculated as follows:

For all access lines that are not presubscribed to interLATA services provided by the Company, a monthly charge of \$8.00 applies.

For all access lines that are presubscribed to interLATA services provided by the Company, a monthly charge of \$3.50 applies.

**12.2.6 Interstate Recovery Fee**

A recurring Interstate Recovery Fee shall be charged to any Customer of Access Services under this tariff. The Interstate Recovery Fee shall be charged as a percentage of all recurring charges to the customer, excluding certain taxes and surcharges that are a direct pass-through of a tax on the user that is collected by the Company. The Interstate Recovery Fee shall be charged at a rate set by the Company. The Interstate Recovery Fee is currently assessed at eight percent (8%) of the Customer's monthly recurring charges.

(N)



Hayes Affidavit  
Exhibit 14

CenturyLink Reseller Agreement

**CONFIDENTIAL MATERIALS OMITTED**

Hayes Affidavit  
Exhibit 15

ISSUED: APRIL 5, 2012

EFFECTIVE: APRIL 20, 2012

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges.

The Telephone Company will notify the customer of a deposit requirement by Certified Mail or Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of new service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice for customers with existing services. Such notice period will start the day after the notice is rendered by Certified Mail or Overnight Delivery.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the customer's account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. The rate will be calculated from the date the customer's deposit is received by the Telephone Company up to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(I)

(This page filed under Transmittal No. 0026 )

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

\*\*\*\*\*

ISSUED: APRIL 5, 2012

EFFECTIVE: APRIL 20, 2012

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to maintenance of service as set forth in 13.3.1 following established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

(This page filed under Transmittal No. 0026 )

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

\*\*\*\*\*

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment due date will be as follows:

- (1) For End User Access Service and Federal Universal Service (FUS) charges as set forth in Section 4 following, and BellSouth Equal Access Subscription Service as set forth in Section 13 following, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government, which will be billed in arrears. Any applicable subscription charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and BellSouth Equal Access Subscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For End User Access Service and Federal Universal Service charges, and BellSouth Equal Access Subscription Service, the Telephone Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period or which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment due date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

(This page filed under Transmittal No. 1 )

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

\*\*\*\*\*

ISSUED: March 9, 2000

EFFECTIVE: MARCH 24, 2000

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) Payment Due Date

- (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service and BellSouth Equal Access Subscription Service, provided to the customer by the Telephone Company are due on the payment due date. The payment due date is the date which is 31 days after the bill day, or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval except as provided herein, and are payable in immediately available funds. If such payment due date would cause the payment to be due on a Saturday, Sunday or federal observed Holiday (e.g., New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), payment for such bills will be due from the customer as follows:

If such payment due date falls on a Sunday or on a federal observed Holiday which is observed on a Monday, the payment due date shall be the first non-federal observed Holiday day following such Sunday or federal observed Holiday. If such payment due date falls on a Saturday or on a federal observed Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-federal observed Holiday day preceding such Saturday or federal observed Holiday.

Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 - Prompt Payment.

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment due date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty may be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. The late payment for Federal Government customers shall be in compliance with the

(C)  
(I)

(This page filed under Transmittal No. 0026 )

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS  
Four AT&T Plaza, Dallas, Texas 75202

TARIFF F.C.C. NO. 1  
1ST REVISED PAGE 2-34  
CANCELS ORIGINAL PAGE 2-34

ISSUED: March 9, 2000

EFFECTIVE: MARCH 24, 2000

Federal Acquisition Regulations Clause 52.232-25 -  
Prompt Payment.

(This page filed under Transmittal No. 0026 )

All BellSouth marks contained herein and as set forth in the trademarks and  
servicemarks section of this Tariff are owned by BellSouth Intellectual Property  
Corporation.

\*\*\*\*\*

ISSUED: APRIL 5, 2012

EFFECTIVE: APRIL 20, 2012

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Payment of Rates, Charges and Deposits

In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the dispute is submitted on or before the payment due date or within 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of the overpayment to the resolution date. If the dispute is submitted more than 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the customer upon resolution of the dispute shall be calculated from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. The Telephone Company will resolve the dispute and assess interest credits or late payment penalties to the customer as follows.

If the dispute is resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no credits or late payment penalties will apply to the disputed amount.

If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in (b) preceding.

If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no credits or late payment penalties will apply to the disputed amount.

If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive a credit from the Telephone Company for the disputed amount times a penalty factor as set forth preceding. The penalty factor shall be simple interest (I) at the rate of 1.5% per month (.0004931 per day) or 18% (I) annually.

If a customer's traffic terminates to an end office via an alternative tandem service provider (TSP), any terminating



Hayes Affidavit  
Exhibit 16

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

BIRCH COMMUNICATIONS, INC.,

Plaintiff,

v.

CENTURYLINK COMMUNICATIONS, LLC,

Defendant.

Civil Action No. \_\_\_\_\_

**COMPLAINT**

Plaintiff Birch Communications, Inc. (“Birch”), by its undersigned counsel, brings this Complaint against CenturyLink Communications, LLC (“CenturyLink”) and alleges as follows:

**INTRODUCTION**

1. This is a collection action against CenturyLink arising from CenturyLink’s unlawful refusal to pay three types of tariffed charges for telecommunications services rendered by Birch to CenturyLink in the nine-state BellSouth region:

- a. toll-free database query charges (“8YY Charges”);
- b. the remote switch component of interstate and intrastate switched access service charges (“Remote/host Charges”); and
- c. presubscribed interexchange carrier charges (“PICC”).

**PARTIES**

2. Birch is a Georgia corporation with its principal place of business in Atlanta, Georgia. It is a competitive local exchange carrier (“CLEC”) that provides interstate and intrastate exchange access service, as well as local, long distance and enhanced services to business telecommunications customers.

3. Upon information and belief, CenturyLink is a Delaware corporation with its principal place of business in Denver, Colorado. CenturyLink is an interexchange carrier (“IXC”), a CLEC, and a common carrier subject to the federal Communications Act of 1934, as amended (“Communications Act”).

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 47 U.S.C. §§ 206 and 207. This court also has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) on the basis that Birch and CenturyLink are citizens of different states, and the amount in controversy exceeds \$75,000. This Court has supplemental jurisdiction over Birch’s state law claims pursuant to 28 U.S.C. § 1367(a).

5. This Court has personal jurisdiction over CenturyLink because, upon information and belief, CenturyLink’s state of domicile is in this district.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) based upon, on information and belief, CenturyLink’s residence and amenability to personal jurisdiction in this district.

### **FACTUAL ALLEGATIONS**

7. Birch provides tariffed services to CenturyLink in forty-two states. There are no billing disputes between Birch and CenturyLink of which Birch is aware as respects thirty-three of those states, notwithstanding that Birch has been billing CenturyLink, and CenturyLink has been paying such invoices, for 8YY Charges and switched access services (including the Remote/host Charges) in those thirty-three states. CenturyLink in nine states (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee – the “BellSouth Region”), however, has been not paying Birch in full for tariffed 8YY Charges and

tariffed switched access service charges (including the Remote/host Charges), and has stopped paying Birch altogether for tariffed PCCC amounts. Established precedent from the Federal Communications Commission (“FCC”) precludes telecommunications carriers such as CenturyLink from engaging in self-help and short-paying invoices for telecommunications services pursuant to tariff or contract. *See, e.g., NOS Communications, Inc., Complainant v. American Telephone and Telegraph Company, Defendant*, 7 F.C.C.R. 7889, ¶ 2 (1992); *MCI Telecommunications Corporation*, 62 F.C.C.2d 703 (1976).

**A. 8YY Charges**

8. Birch’s 8YY Charge is set forth in the Access Services Tariff of Birch Communications, Tariff FCC No. 1 (“FCC Access Tariff”) and has been in place since at least October 24, 2008. When a toll-free call is originated, Birch must query the 8YY database to determine to which IXC the toll-free call should be routed. The \$0.0075 8YY Charge applies to each query Birch performs. No other carrier-customer besides CenturyLink has challenged Birch’s 8YY Charges, and CenturyLink has not challenged and has been paying Birch’s 8YY Charges in full in thirty-three states outside the BellSouth Region.

9. Since July 2012, CenturyLink has been “short-paying” Birch for invoiced 8YY Charges, and has only paid a portion of the invoiced 8YY Charges. Through invoices dated August 8, 2017, CenturyLink’s unpaid 8YY Charges total approximately \$113,478.45 (including interest and late fees).

***B. Remote/host Charges***

10. The Birch charges for interstate and intrastate switched access service include an additive to reflect the cost of routing traffic through a remote switch. The additive used is determined by an independent consultant (Technologies Management, Inc., “TMI”) for Birch and a large number of other CLECs. Birch does not determine its interstate or intrastate switched access service rates based on individual components and actual mileage to the remote switch as an incumbent local exchange carrier (“ILEC”) may do. As a CLEC, it is permitted by the FCC to use a composite rate as a proxy to reflect that some traffic will be routed to a remote switch because it does not have the facility-based network the ILEC does. Specifically, Birch uses a 35% Remote/host Charge additive nationwide. TMI used an industry-standard methodology to determine the percentage.

11. The Birch interstate switched access service rates incorporating the 35% Remote/host Charge additive were filed in the Birch FCC Access Tariff (§ 5.4.3) on 15-day notice and, thus, are “deemed lawful” under 47 U.S.C. § 204(a)(3).

12. The Birch intrastate switched access service rates incorporating the 35% Remote/host Charge additive are set forth in the Birch intrastate access tariffs filed with the state public utility commissions in eight of the nine states in the BellSouth Region. The same additive was used in the ninth state, North Carolina, but the North Carolina Utilities Commission does not require the filing of tariffs by competitive carriers.

13. No other Birch carrier-customer besides CenturyLink has challenged the Remote/host Charge component of Birch’s interstate or intrastate switched access service rates, and CenturyLink has not challenged and has been paying in full Birch’s interstate and intrastate

switched access service rates (including the Remote/host Charge component) in thirty-three states outside the BellSouth Region.

14. Since July 2012, CenturyLink has been “short-paying” Birch for invoiced interstate switched access service charges that include the 35% Remote/host Charge additive in the BellSouth Region, and has only paid a portion of the invoiced interstate switched access service charges. Through invoices dated August 8, 2017, CenturyLink’s unpaid interstate switched access service charges total approximately \$187,248.49 (including interest and late fees).

15. Commencing with invoices dated March 8, 2017, CenturyLink also started “short-paying” Birch’s invoiced intrastate switched access service charges that include the 35% Remote/host Charge additive in the BellSouth Region, and has only paid a portion of the invoiced intrastate switched access service charges. Through invoices dated August 8, 2017, CenturyLink’s unpaid intrastate switched service access charges total approximately \$6,910.16 (including interest and late fees).

***C. PICC***

16. The PICC specifically is authorized by the FCC at 47 C.F.R. § 69.153. It is to be expressed as a flat per-line, per-month charge to allow telecommunications carriers to recover their costs from a multi-line business subscriber’s presubscribed interexchange carrier; the flat-rate charge is intended to reflect the way service costs are incurred by Birch and other service providers. *Access Charge Reform*, 12 F.C.C.R. 16606 ¶¶ 5-6, 16 (1997); *Defining Primary Lines*, 14 F.C.C.R. 4205, ¶¶ 7, 9 (1999). The PICC is capped by regulation at \$4.31 per-line per-month.

17. The Birch PICC is \$2.50 per-line, per-month, applies to interexchange carriers with presubscribed multi-line business subscribers, and the charge has been in the Birch FCC Access Tariff since at least 2008. Several CLECs that compete with Birch also include a PICC in their FCC access tariffs.

18. Until December 2016, CenturyLink paid Birch for invoiced PICC. Commencing in January 2017, however, CenturyLink ceased paying these charges. Through invoices dated August 8, 2017, CenturyLink's unpaid PICCs total approximately \$1,086,933.28 (including interest and late fees).

### **COUNT I**

#### **(Breach of Interstate Tariff)**

19. Birch repeats, realleges, and incorporates herein by reference each and every allegation contained in paragraphs 1 to 18 of this Complaint as if fully set forth herein.

20. Birch has provided interstate 8YY database query services to CenturyLink. CenturyLink is required to pay the 8YY Charges as set forth in the Birch FCC Access Tariff. Despite due demand, CenturyLink has failed to pay in full the 8YY Charges that it owes under the Birch FCC Access Tariff and the associated interest and late fees.

21. Birch has provided interstate switched access services to CenturyLink. CenturyLink is required to pay the interstate switched access service charges as set forth in the Birch FCC Access Tariff. Despite due demand, CenturyLink has failed to pay in full the interstate switched access service charges that it owes under the Birch FCC Access Tariff and the associated interest and late fees.

22. Birch has provided switched access service to CenturyLink, which has permitted CenturyLink to provide long distance services to its presubscribed business customers.

CenturyLink is required to pay the PICC as set forth in the Birch FCC Access Tariff. Despite due demand, CenturyLink has failed to pay the PICCs it owes under the Birch FCC Access Tariff and the associated interest and late fees.

23. Birch has been, and continues to be, damaged by CenturyLink's refusal to pay the interstate 8YY Charges, switched access service charges, and PICCs CenturyLink owes, plus interest and late fees as called for in the Birch FCC Access Tariff. Birch is entitled to recover these amounts or such other damages as may be established at trial.

## **COUNT II**

### **(Section 203 of the Communications Act)**

24. Birch repeats, realleges, and incorporates herein by reference each and every allegation contained in paragraphs 1 to 23 of this Complaint as if fully set forth herein.

25. CenturyLink is required to pay Birch's interstate 8YY Charges, switched access service charges, and PICCs as set forth in the Birch FCC Access Tariff. Despite due demand, CenturyLink has failed to pay the interstate 8YY Charges, switched access service charges, and PICCs CenturyLink owes under the Birch FCC Access Tariff and the associated interest and late fees.

26. Section 203 of the Communications Act, 47 U.S.C. § 203, imposes upon telecommunications carriers the duty to file tariffed rates for regulated communications services and to pay the tariffed rates for such services. Section 203(c) states that no carrier shall "charge, demand, collect, or receive a greater or less or different compensation, for such communication."

27. CenturyLink has engaged in an unlawful practice of refusing to pay Birch its tariffed rates for the interstate services it has used in violation of Section 203(c) of the Communications Act.



28. Birch has been, and continues to be, damaged by CenturyLink's refusal to pay the interstate 8YY Charges, switched access service charges, and PICCs it owes, plus interest and late fees as called for in the Birch FCC Access Tariff. Birch is entitled to recover these amounts or such other damages as may be established at trial.

29. Birch is entitled to recover its reasonable attorneys' fees pursuant to Section 206 of the Communications Act, 47 U.S.C. § 206.

### **COUNT III**

#### **(Section 201 of the Communications Act)**

30. Birch repeats, realleges, and incorporates herein by reference each and every allegation contained in paragraphs 1 to 29 of this Complaint as if fully set forth herein.

31. CenturyLink is required to pay the Birch interstate 8YY Charges, switched access service charges, and PICCs as set forth in the Birch FCC Access Tariff. Despite due demand, CenturyLink has failed to pay the interstate 8YY Charges, switched access service charges, and PICCs it owes under the Birch FCC Access Tariff and the associated interest and late fees.

32. Section 201(b) of the Communications Act, 47 U.S.C. § 201, imposes upon telecommunications carriers the duty that their practices in connection with communications services be "just and reasonable."

33. CenturyLink has engaged in unreasonable, unjust and unlawful self-help by refusing to pay Birch its tariffed rates for the interstate services it has used in violation of Section 201(b) of the Communications Act.

34. Birch has been, and continues to be, damaged by CenturyLink's refusal to pay the interstate 8YY Charges, switched access service charges, and PICCs it owes, plus interest and

late fees as called for in the Birch FCC Access Tariff. Birch is entitled to recover these amounts or such other damages as may be established at trial.

35. Birch is entitled to recover its reasonable attorneys' fees pursuant to Section 206 of the Communications Act, 47 U.S.C. § 206.

#### **COUNT IV**

##### **(Breach of Intrastate Tariffs)**

36. Birch repeats, realleges, and incorporates herein by reference each and every allegation contained in paragraphs 1 to 35 of this Complaint as if fully set forth herein.

37. Birch has provided intrastate switched access services to CenturyLink. CenturyLink is required to pay Birch's intrastate switched access service charges as set forth in the Birch intrastate tariffs in each of the states in the BellSouth Region, other than North Carolina.

38. Despite due demand, CenturyLink has failed to pay in full the intrastate switched access service charges it owes under the Birch intrastate access tariffs and the associated interest and late fees.

39. Birch has been, and continues to be, damaged by CenturyLink's refusal to pay the intrastate switched access service charges it owes, plus interest and late fees as called for in the Birch intrastate access tariffs. Birch is entitled to recover these amounts or such other damages as may be established at trial.

#### **COUNT V**

##### **(Quantum Meruit and Unjust Enrichment)**

40. Birch repeats, realleges, and incorporates herein by reference each and every allegation contained in paragraphs 1 to 39 of this Complaint as if fully set forth herein.

41. Birch provided, and continues to provide, valuable interstate and intrastate services to CenturyLink.

42. CenturyLink has accepted, used, and enjoyed the interstate and intrastate services that Birch has provided and continues to provide.

43. The reasonable and fair market value of the services for which CenturyLink has refused to pay is established by the rates set forth in the FCC Access Tariff and intrastate access tariffs of Birch.

44. CenturyLink would be unjustly enriched if it were permitted to use the Birch interstate and intrastate services without paying the reasonable value thereof.

45. Birch, accordingly, is entitled to recover the reasonable value of the interstate and intrastate services it provided and provides to CenturyLink and the associated interest and late fees.

## **COUNT VI**

### **(Declaratory Judgment)**

46. Birch repeats, realleges, and incorporates herein by reference each and every allegation contained in paragraphs 1 to 45 of this Complaint as if fully set forth herein.

47. A present, actionable, and justifiable controversy exists with respect to the legal rights between Birch and CenturyLink. Such controversy arises under the Communications Act and common law. Birch cannot obtain relief other than through litigation.

48. CenturyLink's refusal to pay tariffed and invoiced charges for its use of the Birch interstate and intrastate services, and CenturyLink's refusal to pay associated interest and late fees, are ongoing and repeated practices.

49. Absent declaratory judgment, CenturyLink will continue its wrongful practices of refusing to pay Birch's lawful charges for interstate and intrastate services from which CenturyLink benefits.

50. It would be unduly burdensome and inefficient for Birch to bring new actions for damages each time CenturyLink wrongfully refuses to pay an invoice or does not pay an invoice in full.

51. Accordingly, Birch is entitled to a declaratory judgment, and such further relief based upon that declaratory judgment, as the Court deems proper pursuant to 28 U.S.C. §§ 2201 and 2202, determining that Birch:

- a. has lawfully charged CenturyLink for services rendered in the provision of interstate and intrastate services, either pursuant to the Birch FCC Access Tariff, the Birch intrastate access tariffs, or in accordance with principles of equity;
- b. CenturyLink has violated the Birch FCC Access Tariff and Birch intrastate access tariffs by refusing and failing to pay in full invoiced interstate and intrastate charges and associated late fees and interest; and
- c. CenturyLink is obligated to make timely payment of these charges as they become due.

**PRAYER FOR RELIEF**

**WHEREFORE**, Birch respectfully requests that this Court enter judgment against CenturyLink:

(1) for all damages incurred by Birch, in an amount to be determined at trial, but no less than the invoiced charges that CenturyLink owes Birch, together with associated tariffed interest and late fees;

(2) for Birch's reasonable attorneys' fees and the costs of this action pursuant to 47 U.S.C. § 206;

(3) for declaratory relief as set forth above; and

(4) for such other and further relief as this Court deems just and proper.

Dated: September 29, 2017

Respectfully submitted,

/s/ Henry E. Gallagher, Jr.

Henry E. Gallagher, Jr. (#495)

Mary Akhimien (#5448)

CONNOLLY GALLAGHER LLP

The Brandywine Building

1000 West Street, Suite 1400

Wilmington, DE 19801

(302) 757-7300

hgallagher@connollygallagher.com

makhimien@connollygallagher.com

*Attorneys for Plaintiff, Birch  
Communications, Inc.*

Exhibit C to Birch Answer

Collins Affidavit

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
and Level 3 Communications, LLC,	)	
	)	Docket No. 18-73
Complainants,	)	
	)	File No. EB-18-MD-002
v.	)	
	)	
Birch Communications, Inc.,	)	
	)	
Defendant.	)	
_____	)	

Washington, D.C.                      )           ss.

**AFFIDAVIT OF ANGELA F. COLLINS  
IN SUPPORT OF BIRCH COMMUNICATIONS, LLC  
ANSWER TO FORMAL COMPLAINT OF CENTURYLINK AND LEVEL 3**

ANGELA F. COLLINS, being duly sworn, of lawful age, upon personal knowledge and belief, states as follows:

1.       My name is Angela F. Collins. I am Counsel with the law firm Cahill Gordon & Reindel LLP, and I represent Birch Communications, LLC (“Birch”), which is the successor to the named Defendant, Birch Communications, Inc., in the Formal Complaint (“Complaint”) filed by Complainants CenturyLink Communications, LLC (“CenturyLink”) and Level 3 Communications, LLC (“Level 3”).

2.       I submit this Affidavit in support of the Answer to Formal Complaint of CenturyLink and Level 3 (“Answer”) and Brief in Support of Answer (“Brief”) being filed by Birch. I am authorized to make this Affidavit on behalf of Birch. The statements made herein

are true and correct and are based upon my personal knowledge and belief. I am over 18 years of age and am competent to testify as to the matters contained herein.

3. Exhibits 1 to 50 attached to the Birch Brief are true and correct copies of the legal authorities and documents filed with the Federal Communications Commission that are cited by Birch in the Birch Answer and Birch Brief.

4. Attached as Exhibit 1 hereto is a true and correct copy of documentation from the Georgia Secretary of State demonstrating that Birch Communications, Inc. converted from a Georgia corporation to a Georgia limited liability company effective December 30, 2017, and is now known as Birch Communications, LLC.

5. Attached as Exhibit 2 hereto is a true and correct copy of the cover pages and Section 12.4.5 of the CenturyLink Operating Companies Tariff F.C.C. No. 2 as retrieved from the Commission's Electronic Tariff Filing System.

6. Attached as Exhibit 3 hereto is a true and correct copy of the cover pages and Section 3.5 of the Verizon Telephone Companies Tariff FCC No. 16 as retrieved from the Commission's Electronic Tariff Filing System.

7. Attached as Exhibit 4 hereto is a true and correct copy of the cover pages and Section 12.4.5 of the Verizon Telephone Companies Tariff FCC No. 14 as retrieved from the Commission's Electronic Tariff Filing System.

8. Attached as Exhibit 5 hereto is a true and correct copy of the cover pages and Sections 3.7.6 and 17.1.6 of the Windstream Telephone System Tariff F.C.C. No. 6 as retrieved from the Commission's Electronic Tariff Filing System.



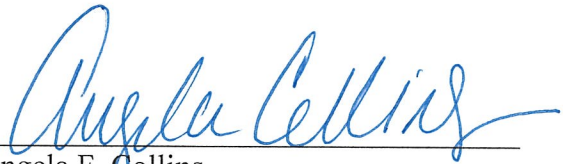
9. Attached as Exhibit 6 hereto is a true and correct copy of the cover pages and Sections 3.4.5, 20.1, 20.2, 20.3, 20.4, 20.5 of the Frontier Telephone Companies Tariff FCC No. 1 as retrieved from the Commission's Electronic Tariff Filing System.

10. Attached as Exhibit 7 hereto is a true and correct copy of the cover page and Sections 3.1, 3.8.6, and 3.9.2 of the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1 as retrieved from the Commission's Electronic Tariff Filing System.

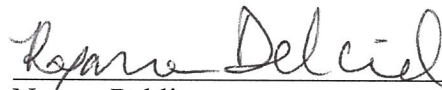
11. Attached as Exhibit 8 is a true and correct copy of Sections 6.1.3, 6.7.1, 6.8.11, 6.8.12, 19.1, 19.7 of the BellSouth Telecommunications Tariff F.C.C. No. 1 as retrieved from the Commission's Electronic Tariff Filing System.

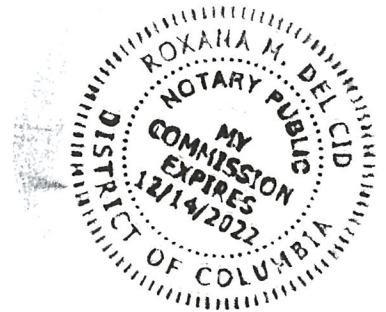
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on: April 23, 2018

  
Angela F. Collins

Subscribed and sworn to before me this 23d day of April 2018.

  
Notary Public



## **Exhibit 1 to Collins Affidavit**

# STATE OF GEORGIA

## Secretary of State

Corporations Division

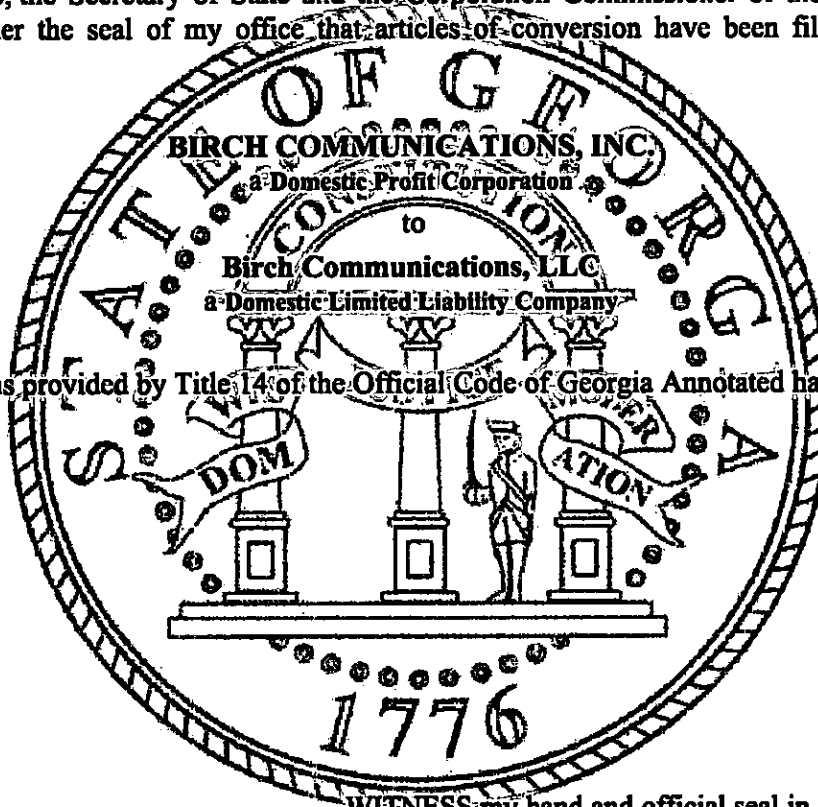
313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF CONVERSION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on 12/30/2017 converting



The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on 12/21/2017.



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

**CERTIFICATE OF CONVERSION  
OF  
BIRCH COMMUNICATIONS, INC.  
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY**

**December 21, 2017**

This CERTIFICATE OF CONVERSION (this "Certificate") is made pursuant to the provisions of Section 14-11-212 of the Official Code of Georgia Annotated (the "O.C.G.A.") and Section 14-2-1109.1 of the O.C.G.A., as amended, by filing this Certificate and the attached articles of organization (the "Articles").

1. The name of the corporation making the election to become a limited liability company is Birch Communications, Inc., a Georgia corporation (the "Converting Corporation").

2. The Converting Corporation elects to become a Georgia limited liability company under the name Birch Communications, LLC (the "Converted Entity").

3. This Certificate shall be effective as of December 30, 2017.

4. The election of the Converting Corporation to become a limited liability company has been approved by the Board of Directors and sole shareholder of the Converting Corporation as required by Section 14-2-1109.1 of the O.C.G.A.

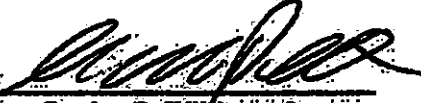
5. Filed with this Certificate and attached hereto as Exhibit A are the Articles in the form required by Section 14-11-204 of the O.C.G.A., that set forth a name for the limited liability company that satisfies the requirements of Section 14-11-207 of the O.C.G.A., and that shall be the articles of organization of the limited liability company formed pursuant to this election unless and until modified in accordance with the Georgia Limited Liability Company Act.

6. The sole shareholder of the Converting Corporation shall receive one membership unit in the Converted Entity for each share of capital stock of the Converting Corporation owned by the sole shareholder.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

BIRCH COMMUNICATIONS, INC.

By: 

Name: Gordon P. Williams, Jr.

Title: Senior Vice President, Secretary and General Counsel

2017 DEC 21 AM 11:55  
SECRETARY OF STATE  
CORPORATIONS DIVISION

**EXHIBIT A**

**Articles of Organization.**

**See attached.**

**ARTICLES OF ORGANIZATION  
OF  
BIRCH COMMUNICATIONS, LLC**

**December 21, 2017**

**Article One**

**The name of the limited liability company is: Birch Communications, LLC.**


**Article Two**

**These Articles of Organization will be effective as of December 30, 2017.**

**[Signature Page Follows]**



**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Organization  
as of the date first written above.

  
Gordon P. Williams, Jr.  
Authorized Person

2017 DEC 21 AM 11:56  
SECRETARY OF STATE  
CORPORATIONS DIVISION

## **Exhibit 2 to Collins Affidavit**

FACILITIES FOR INTERSTATE ACCESS

(Service previously provided under Verizon Tariff F.C.C. No. 14)

Regulations, Rates and Charges Applicable to  
Facilities for Interstate Access, Ancillary and Miscellaneous Services  
provided by

CENTURYLINK OPERATING COMPANIES

to Interstate Customers

All material in this Tariff is new

Services herein are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

The geographical applications are as indicated following the names of the issuing carriers on Title Page 2.

- (x) CenturyLink Operating Companies Tariff F.C.C. No. 2 is being issued on not less than one day's notice under authority of Special Permission No. 11-002 of the Federal Communications Commission and contains rates and regulations previously found in CenturyTel Operating Companies Tariff F.C.C. No. 2.

ISSUE DATE:  
February 28, 2011

Issued Under Transmittal No. 1  
Vice President-Regulatory Operations  
100 CenturyLink Drive  
Monroe, Louisiana 71203

EFFECTIVE DATE:  
March 1, 2011

## FACILITIES FOR INTERSTATE ACCESS

## ISSUING CARRIERS

CenturyTel of Southern Alabama  
PO Box 4065, Monroe, LA 71203CenturyTel of Central Missouri  
PO Box 4065, Monroe, LA 71203

Exchanges included in CenturyTel of Southern Alabama:

Abbeville	Andalusia	Ariton
Banks	Brantley	Brundidge
Cilo	Columbia	Daleville
Dothan	Dozier	Echo
Elba	Enterprise	Forest Home
Gantt	Geneva	Georgiana
Greenville	Hartford	Headland
Kinston	Louisville	Luverne
McKenzie	Midland City	New Brockton
Newton	Newville	Opp
Ozark	Red Level	Samson
Scottsboro	Section	Skyline
Slocomb	Wickburg	

Exchanges included in CenturyTel of Central Missouri:

Ashland	Ava	Centralia
Clark	Columbia	Crane
Hallsville	Mansfield	Rocheport
Sturgeon		

ISSUE DATE:  
March 17, 2017Issued Under Transmittal No. 90  
Vice President-Regulatory Operations  
100 CenturyLink Drive  
Monroe, Louisiana 71203EFFECTIVE DATE:  
April 1, 2017

(N)

(N)

FACILITIES FOR INTERSTATE ACCESS

12. CARRIER COMMON LINE SERVICE (Cont'd)

12.4 Rate Regulations (Cont'd)

12.4.5 Primary Interexchange Carrier Charge

- (A) Primary Interexchange Carrier charges (PICC) compensate the Telephone Company for Telephone Company provided common lines for access to end users.

The PICC is a flat-rated charge assessed on the end user's presubscribed carrier. End user customers who do not select a presubscribed carrier will be billed the PICC.

The PICC rate does not apply to payphone lines.

ISSUE DATE:  
February 28, 2011

Issued Under Transmittal No. 1  
Vice President-Regulatory Operations  
100 CenturyLink Drive  
Monroe, Louisiana 71203

EFFECTIVE DATE:  
March 1, 2011

## FACILITIES FOR INTERSTATE ACCESS

12. CARRIER COMMON LINE SERVICE (Cont'd)12.4 Rate Regulations (Cont'd)12.4.5 Primary Interexchange Carrier Charge(B) Rates and Charges

		<u>Monthly Rate</u> <u>Per Presubscribed Multiline</u> <u>Business Line</u>	
<u>Jurisdiction</u>			
Alabama		\$0.59 (I)	(C)
Missouri		0.00	

ISSUE DATE:  
September 15, 2017Issued Under Transmittal No. 95  
Vice President-Regulatory Operations  
100 CenturyLink Drive  
Monroe, Louisiana 71203EFFECTIVE DATE:  
October 1, 2017

## FACILITIES FOR INTERSTATE ACCESS

12. CARRIER COMMON LINE SERVICE (Cont'd)12.4 Rate Regulations (Cont'd)12.4.5 Primary Interexchange Carrier Charge(B) Rates and ChargesJurisdictionAlabama  
MissouriMonthly Rate  
Per Presubscribed Multiline  
Business Line\$0.00 (R)  
0.00ISSUE DATE:  
April 16, 2018Issued Under Transmittal No. 100  
Vice President-Regulatory Operations  
100 CenturyLink Drive  
Monroe, Louisiana 71203EFFECTIVE DATE:  
May 1, 2018

## **Exhibit 3 to Collins Affidavit**



VERIZON TELEPHONE COMPANIES  
Vice President, Federal Regulatory (T)(X)  
1300 I Street, NW  
Washington, DC 20005  
Issued: January 22, 2002

TARIFF FCC NO. 16  
1st Revised Title Page 1  
Cancels Original Title Page 1  
Effective: February 6, 2002

## ACCESS SERVICE

This tariff cancels GTE System Telephone Companies Tariff FCC No. 1 in its entirety.

Regulations, Rates and Charges  
applying to the provision of Access Services  
for connection to interstate communications facilities  
for customers within the operating territories of the  
Verizon Telephone Companies  
listed on Title Pages 2, 3 and 4.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

(X) The title and address of the issuing officer applies to this tariff in its entirety.

(This page filed under Transmittal No. 144.)

---

Effective: April 1, 2016

ACCESS SERVICE

ISSUING CARRIERS

- I. All Regulations, Rates and Charges presented in this tariff are applicable to the following Issuing Carriers. Wire center locations for these Issuing Carriers are located in National Exchange Carrier Association Tariff FCC No. 4.

Verizon North LLC  
For the State of: Pennsylvania

Verizon South Inc.  
For the States of: North Carolina  
Virginia

(D)  
(D)  
(D)

(D)  
(D)

The original effective date for The Verizon Telephone Companies Tariff F.C.C. No. 16 is May 1, 2001.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.5 Presubscribed Interexchange Carrier Charge

Presubscribed Interexchange Carrier Charges (PICC) compensate the Telephone Company for Telephone Company provided common lines for access to end users.

The PICC is a flat-rated charge assessed on the end user's presubscribed carrier. End user customers who do not select a presubscribed carrier will be billed the PICC. The PICC shall not be applicable to any type of payphone lines (per FCC 03-139, Access Charge Reform Order).

(D)

(D)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory

1300 I Street NW

Washington, DC 20005

Issued: September 15, 2017

TARIFF FCC NO. 16

38th Revised Page 3-14

Cancels 37th Revised Page 3-14

Effective: September 30, 2017

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.5 Presubscribed Interexchange Carrier Charge (Cont'd)

(A) Rates and Charges

Monthly Rate  
Per Presubscribed  
Multiline  
Business Line

(USOC)

Jurisdiction

N Carolina	\$ .00
Pennsylvania	.98
Virginia	.36

(I)

VERIZON TELEPHONE COMPANIES  
Vice President, Federal Regulatory (T)(X)  
1300 I Street, NW  
Washington, DC 20005  
Issued: January 22, 2002

TARIFF FCC NO. 16  
1st Revised Title Page 1  
Cancels Original Title Page 1  
Effective: February 6, 2002

## ACCESS SERVICE

This tariff cancels GTE System Telephone Companies Tariff FCC No. 1 in its entirety.

Regulations, Rates and Charges  
applying to the provision of Access Services  
for connection to interstate communications facilities  
for customers within the operating territories of the  
Verizon Telephone Companies  
listed on Title Pages 2, 3 and 4.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

(X) The title and address of the issuing officer applies to this tariff in its entirety.

(This page filed under Transmittal No. 144.)

---

Effective: April 1, 2016

ACCESS SERVICE

ISSUING CARRIERS

- I. All Regulations, Rates and Charges presented in this tariff are applicable to the following Issuing Carriers. Wire center locations for these Issuing Carriers are located in National Exchange Carrier Association Tariff FCC No. 4.

Verizon North LLC  
For the State of: Pennsylvania

Verizon South Inc.  
For the States of: North Carolina  
Virginia

(D)  
(D)  
(D)

(D)  
(D)

The original effective date for The Verizon Telephone Companies Tariff F.C.C. No. 16 is May 1, 2001.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.5 Presubscribed Interexchange Carrier Charge

Presubscribed Interexchange Carrier Charges (PICC) compensate the Telephone Company for Telephone Company provided common lines for access to end users.

The PICC is a flat-rated charge assessed on the end user's presubscribed carrier. End user customers who do not select a presubscribed carrier will be billed the PICC. The PICC shall not be applicable to any type of payphone lines (per FCC 03-139, Access Charge Reform Order).

(D)

(D)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory

1300 I Street NW

Washington, DC 20005

Issued: September 15, 2017

TARIFF FCC NO. 16

38th Revised Page 3-14

Cancels 37th Revised Page 3-14

Effective: September 30, 2017

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.5 Presubscribed Interexchange Carrier Charge (Cont'd)

(A) Rates and Charges

Monthly Rate  
Per Presubscribed  
Multiline  
Business Line

(USOC)

Jurisdiction

N Carolina	\$ .00
Pennsylvania	.98
Virginia	.36

(I)



## **Exhibit 4 to Collins Affidavit**

Issued: January 22, 2002

FACILITIES FOR INTERSTATE ACCESS

This tariff cancels GTE Telephone Operating Telephone Companies TARIFF FCC NO. 1 in its entirety.

Regulations, Rates and Charges Applicable to  
Facilities for Interstate Access, Ancillary and Miscellaneous Services  
provided by  
Verizon Telephone Companies  
to Interstate Customers

Services herein are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

The geographical applications are as indicated following the names of the issuing carriers on Title Page 2 and 3.

(X) The title and address of the issuing officer applies to this tariff in its entirety.

(This page filed under Transmittal No. 144.)

Vice President, Federal Regulatory (T)(X)  
1300 I Street NW, Washington, D.C. 20005 (T)(X)

Issued: March 17, 2016

FACILITIES FOR INTERSTATE ACCESS

ISSUING CARRIERS

Verizon North LLC  
For the State of: Pennsylvania

(D)  
(D)

(D)  
(D)

Verizon South Inc.  
For the State of: Virginia

(D)  
(D)

The original effective date for the Verizon Telephone Companies Tariff FCC No. 14 is May 2, 2001.

(This page filed under Transmittal No. 1330.)

Vice President, Federal Regulatory  
1300 I Street NW, Washington, DC 20005

Issued: July 23, 2007

FACILITIES FOR INTERSTATE ACCESS

12. CARRIER COMMON LINE SERVICE (Cont'd)

12.4 Rate Regulations (Cont'd)

12.4.5 Presubscribed Interexchange Carrier Charge (T)

- (A) Presubscribed Interexchange Carrier Charges (PICC) compensate the Telephone Company for Telephone Company provided common lines for access to end users. (T)

The PICC is a flat-rated charge assessed on the end user's presubscribed carrier. End user customers who do not select a presubscribed carrier will be billed the PICC. The PICC shall not be applicable to any type of payphone lines (per FCC 03-139, Access Charge Reform Order).

(This page filed under Transmittal No. 830.)

Vice President, Federal Regulatory  
1300 I Street NW, Washington, DC 20005

Issued: September 15, 2017

FACILITIES FOR INTERSTATE ACCESS

12. CARRIER COMMON LINE SERVICE (Cont'd)

12.4 Rate Regulations (Cont'd)

12.4.5 Presubscribed Interexchange Carrier Charge (Cont'd)

(B) Rates and Charges

Monthly Rate  
Per Presubscribed Multiline  
Business Line

(USOC)

Jurisdiction

Pennsylvania	\$ .00	
Virginia	.26	(l)

(This page filed under Transmittal No. 1353.)

Vice President, Federal Regulatory  
 1300 I Street NW, Washington, DC 20005

## **Exhibit 5 to Collins Affidavit**

ACCESS SERVICE

Regulations, Rates and Charges applying to the provision of Access Service within a Local Access Transport Area (LATA) or equivalent Market Area for connection to interstate communications facilities for Interstate Customers within the operating territories of Windstream Issuing Carriers listed on Title Pages 2 and 3.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or combination thereof.

\*This entire Tariff cancels the Windstream Telephone System Tariff F.C.C. No. 1, Windstream Telephone System Tariff F.C.C. No. 3 and Valor Telecommunications Enterprises LLC Tariff F.C.C. No. 1, in it's entirety effective January 3, 2009 and is filed under authority of Special Permission No. 08-026.

\*This tariff is issued under authority of Special Permission No. 10-028 of the Federal Communications Commission and cancels the Iowa Telecommunications Services, Inc. d/b/a Iowa Telecom Tariff F.C.C. No. 1.

(N)  
(N)  
(N)

(TR44)

Issued: December 17, 2010

Effective: January 1, 2011

V.P. - Tariffs  
Windstream Telephone Services Corporation  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

## ACCESS SERVICE

ISSUING CARRIERS

Windstream North Carolina, Inc.  
131 Matthews St.  
Matthews, NC 28106-0428

Windstream Florida, Inc.  
206 White Avenue S.E.  
Live Oak, FL 30260

Windstream Georgia Communications Corporation  
906 Vista Drive  
Dalton, GA 30722

Georgia Windstream Telecom Inc.  
906 Vista Drive  
Dalton, GA 72203

Windstream Kentucky West, Inc.  
229 Lees Valley Road  
Shepardsville, KY 40165

Windstream New York, Inc. - Fulton  
108 S. Second Street  
Fulton, NY 13069

Windstream New York, Inc. - Jamestown  
201 E. Fourth St.  
Jamestown, NY 14701

Windstream New York, Inc. - Red Jacket  
201 E. Fourth St.  
Jamestown, NY 14701

Oklahoma Windstream, Inc.  
101 Kerr Avenue  
Poteau, OK 74953

Windstream Pennsylvania, Inc.  
201 North Jefferson Street  
Kittanning, PA 16201-0300

Windstream Sugar Land, Inc.  
14141 Southwest Freeway  
Sugar Land, TX 77487

Windstream Georgia, Inc.  
45 Georgia Ave.  
Commerce, GA 30529

Windstream Mississippi  
101 Lewis Street  
Florence, MS 39073

Windstream Missouri  
1705 South Lillian  
Bolivar, MO 65613

(TR19)

Issued: December 19, 2008

Effective: January 3, 2009

V.P. - Tariffs  
Windstream Telephone Services Corporation  
4001 Rodney Parham Rd.  
Little Rock, AR 72212



## ACCESS SERVICE

ISSUING CARRIERS

Windstream Oklahoma  
Martin and Old Hwy 7  
Velma, OK 73091

Windstream South Carolina  
106 North Church St.  
Lexington, SC 29072

Windstream Western Reserve, Inc.  
245 North Main St.  
Hudson, OH 44236

Windstream Alabama, Inc.  
624 First Avenue  
Leeds, Alabama 35094

Texas Windstream  
117 East Oak Street  
Nocona, Texas 76255

Windstream Arkansas, Inc.  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

Windstream Ohio, Inc.  
50 Executive Parkway  
Hudson, Ohio 44236-0827

Windstream Standard, Inc.  
906 Vista Drive  
Dalton, GA 30722

(C)  
(C)

Windstream Communications Kerrville, L.P.  
400 West 15th Street, Suite 440  
Austin, TX 78701

(C)  
(C)

Windstream Concord, Inc.  
131 Matthews St.  
Matthews, NC 28106-0428

(C)  
(C)

Windstream Nebraska, Inc.  
1440 M Street  
Lincoln, NE 68508

Windstream Kentucky East, Inc.  
230 Lexington Green Circle  
Suite 605  
Lexington, Kentucky 40588

Valor Telecommunications of Texas, LP  
400 West 15th Street, Suite 440  
Austin, TX 78701

(C)  
(C)  
(C)

Windstream Lexcom, Inc.  
131 Matthews St.  
Matthews, NC 28106-0428

(C)  
(C)

(TR49)

Issued: September 16, 2011

Effective: October 1, 2011

V.P. - Tariffs  
Windstream Telephone Services Corporation  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

ACCESS SERVICE

ISSUING CARRIERS

Windstream Iowa Communications, Inc. - North #1167  
17 South High Street, Suite 750  
Columbus, OH 43215

(C)  
(C)

Windstream Iowa Communications, Inc. - Systems #1170  
17 South High Street, Suite 750  
Columbus, OH 43215

(C)  
(C)

Windstream Iowa Communications, Inc. #1178  
17 South High Street, Suite 750  
Columbus, OH 43215

(C)  
(C)

Windstream Lakedale, Inc. #1414  
9938 State Hwy 55 NW  
Annandale, MN 55302

Windstream Lakedale, Inc. - Connections #1482  
9938 State Hwy 55 NW  
Annandale, MN 55302

(TR49)

Issued: September 16, 2011

Effective: October 1, 2011

V.P. - Tariffs  
Windstream Telephone Services Corporation  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

## ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)3.7 Rate Regulations (Cont'd)3.7.5 Determination of Premium and Non-Premium Charges (Cont'd)

(E) The originating Premium Access or Non-Premium Access, per minute charge(s) apply to:

- all originating access minutes of use;
- less those originating access minutes of use associated with FGA Access Services where the off-hook supervisory signaling is forwarded by the Customer's equipment when the called party answers;
- less those originating access minutes of use associated with Wireless Switching Centers (WSCs).
- less those originating minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers;
- plus all originating access minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (D) preceding.

3.7.6 Presubscribed Interexchange Carrier Charge (PICC)

The PICC is a flat-rate, per-line or trunk monthly charge, as set forth in Section 17.1 following, assessed upon the subscriber's presubscribed interexchange carrier to recover the common line revenues that cannot be recovered through the end user common line charge (EUCL) as provided in Section 4 following, the Residual Interconnection charge (RIC) revenues as provided in Section 6 following, and certain marketing expenses as provided in Section 6 following. The PICC shall recover all residual common line revenues before it recovers RIC revenues and all RIC revenues before it recovers marketing expenses.

When an end user is provided local residence exchange service(s) in a state, semi-public service included, and when the local residence exchange service is provided under the general and/or local exchange service tariffs, the PICC Residence - Primary or Non-Primary line or trunk rate as set forth in Section 17.1 following, applies to each such local residence exchange service. See Section 2.6 for definition of Primary and Non-Primary line.

(TR19)

## ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)3.7 Rate Regulations (Cont'd)3.7.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)

When an end user is provided a single local business exchange service in a state, semi-public service included, and when this local business exchange service is provided under the general and/or local exchange service tariffs, the PICC Single Line Business rate as set forth in 3.9.2 following, applies to each such business individual line or trunk.

When an end user is provided more than one local business exchange service in a state by the same Telephone Company, semi-public service included, and when a local exchange service is provided under the general and/or local exchange service tariffs, the PICC - Multiline Business rate as set forth in Section 17.1 following, applies to each such Multiline Business individual line or trunk.

The PICC for ISDN Primary Rate Service (PRS) shall be five (5) times the Multiline Business rate, as set forth in Section 17.1 following.

The PICC for ISDN Basic Rate Service (BRS) shall be applied at the appropriate Non-Primary Residence or Multiline Business rate as set forth in Section 17.1 following.

The PICC for Business Centrex Service for subscribers with less than nine (9) lines shall be one multiline business PICC, as set forth in Section 17.1 following. Business Centrex Service customers with nine (9) or more lines will be assessed a PICC charge at a rate equal to one-ninth the PICC for multiline business lines assessed on a per-line basis, as set forth in Section 17.1 following.

The PICC for Residential Centrex (or Centrex Dorm) service shall be applied at the primary residence rate, as set forth in Section 17.1 following.

If an end user subscriber does not have a presubscribed interexchange carrier, the company may collect the PICC directly from the end user subscriber.

If an Interexchange Carrier (IC) chooses to terminate service of an end user for nonpayment or other tariff violation and wishes to avoid liability for the PICC, the IC must (1) comply with the end user notification regulations set forth in 13.5.2 (D) following; and (2) at least fifteen (15) days prior to the Telephone Company's monthly PICC snap shot, via the Customer Account Record Exchange (CARE) record format, provide notice to the Telephone Company that it has discontinued service to its end user.

(TR19)

## ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)3.7 Rate Regulations (Cont'd)3.7.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)

In the event that notice is provided in less than 15 days before the monthly PICC snap shot, the Telephone Company will make reasonable efforts to change the end user line designation to EA,C/D, as described in 13.5.2 (D) following. However, if the Telephone Company is unable to accomplish the change prior to the PICC snap shot, Telephone Company will notify the IC that the change has been rejected and continue to assess the PICC to the Interexchange Carrier. When a change has been rejected, the Interexchange Carrier must resubmit notice to the Telephone Company that it has discontinued service to the end user at least 15 days prior to the next monthly PICC snap shot via the CARE record format.

(TR19)

## ACCESS SERVICE

17. Rates and Charges (Cont'd)17.1 Common Line Access Service (Cont'd)17.1.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)

<u>Business</u>	<u>Rate</u>
- Single Line Business	
Windstream Nebraska	\$0.00
Windstream Kentucky East - Lexington	\$0.00
Windstream Kentucky East - London	\$0.00
Valor Oklahoma #1165	\$0.00
Valor New Mexico #1164	\$0.00
Valor New Mexico #1193	\$0.00
Valor Texas #1163	\$0.00
Valor Texas #1181	\$0.00
Windstream Iowa Communications #1167	\$0.00
Windstream Iowa Communications #1170,#1178	\$0.00
- Multiline Business	
Windstream Nebraska	\$0.00
Windstream Kentucky East - Lexington	\$0.44
Windstream Kentucky East - London	\$0.14
Valor Oklahoma #1165	\$2.79
Valor New Mexico #1164	\$0.00
Valor New Mexico #1193	\$0.00
Valor Texas #1163	\$2.05 (I)
Valor Texas #1181	\$1.16 (I)
Windstream Iowa Communications #1167	\$0.00
Windstream Iowa Communications #1170,#1178	\$0.00
- Business Centrex (per line)	
<u>Windstream Nebraska</u>	
1 Line	PICCX1 \$ 0.00
2 Lines	PICCX2 0.00
3 Lines	PICCX3 0.00
4 Lines	PICCX4 0.00
5 Lines	PICCX5 0.00
6 Lines	PICCX6 0.00
7 Lines	PICCX7 0.00
8 Lines	PICCX8 0.00
9 or More Lines	PICCX9 0.00
<u>Windstream Kentucky East - Lexington</u>	
1 Line	\$ 0.32
2 Lines	0.16
3 Lines	0.11
4 Lines	0.08
5 Lines	0.06
6 Lines	0.05
7 Lines	0.05
8 Lines	0.04
9 or More Lines	0.04

(TR90)

## **Exhibit 6 to Collins Affidavit**

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ACCESS SERVICE

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This tariff cancels  
Citizens Telecommunications Companies Tariff FCC No. 1  
in its entirety.

Regulations, Rates and Charges applying to the  
provision of Access Service for Connection to interstate  
communications facilities for Interstate Customers  
within the operating territories of the Issuing  
Carriers listed on Title Pages 2 through 5

Access Services are provided by means of  
wire, fiber optics, radio or any  
other suitable technology or a combination thereof.

Issued under authority of Special Permission No. 10-002.



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ACCESS SERVICE

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ISSUING CARRIERS

Citizens Telecommunications Company of the White Mountains, Inc.  
d/b/a Frontier Communications of the White Mountains  
in the State of Arizona  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Utilities Rural Company, Inc.  
d/b/a Frontier Citizens Utilities Rural  
in the State of Arizona  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of California, Inc.  
d/b/a Frontier Communications of California  
in the State of California  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Idaho  
d/b/a Frontier Communications of Idaho  
in the State of Idaho  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Illinois  
d/b/a Frontier Citizens Communications of Illinois  
in the States of Illinois and Wisconsin  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

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ACCESS SERVICE

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ISSUING CARRIERS (Cont'd)

Citizens Telecommunications Company of Minnesota, LLC  
d/b/a Frontier Citizens Communications of Minnesota  
in the State of Minnesota  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Montana  
d/b/a Frontier Communications of Montana  
in the State of Montana  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Nebraska  
d/b/a Frontier Communications of Nebraska  
in the State of Nebraska  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Nevada  
d/b/a Frontier Communications of Nevada  
in the State of Nevada  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of New York, Inc.  
d/b/a/ Frontier Communications of New York  
in the States of New York and Pennsylvania  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

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**ACCESS SERVICE**

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ISSUING CARRIERS (Cont'd)

Ogden Telephone Company  
d/b/a Frontier Ogden Telephone Company  
in the State of New York  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Oregon  
d/b/a/ Frontier Communications of Oregon  
in the State of Oregon  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Tennessee LLC  
d/b/a/ Frontier Communications of Tennessee LLC  
in the State of Tennessee  
(Citizens Telecommunications Company Tennessee Study Area) (OCN 4336) (N)  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Tennessee LLC (T)  
d/b/a/ Frontier Communications of Tennessee LLC (T)  
in the State of Tennessee  
(Citizens Telecommunications Company Volunteer State Study Area) (OCN 0577) (N)  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Citizens Telecommunications Company of Utah  
d/b/a/ Frontier Communications of Utah  
in the State of Utah  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

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ACCESS SERVICE

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ISSUING CARRIERS (Cont'd)

Citizens Telecommunications Company of West Virginia  
d/b/a/ Frontier Communications of West Virginia  
in the State of West Virginia  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Frontier Communications of Wisconsin, LLC (T)  
in the State of Wisconsin  
(Rhineland Telephone Study Area) (OCNs 0870, 0891, 0940, 0941) (N)  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

Navajo Communications Company, Inc.  
d/b/a Frontier Navajo Communications Company  
in the States of Arizona, New Mexico, and Utah  
Vice President Government and Regulatory Affairs  
Frontier Communications Corporation  
180 S. Clinton Avenue  
Rochester, NY 14646

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 ACCESS SERVICE
 

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ISSUING CARRIERS (Cont'd)**Rate Groups for Frontier Telephone Companies Tariff FCC No. 1****Rate Group 1**

<b>Name</b>	<b>States</b>	
Citizens Utilities Rural Company, Inc.	AZ	
Citizens Telecommunications Company of California, Inc. (Elk Grove study area) (OCN 2308)	CA	
Citizens Telecommunications Company of Tennessee LLC (Citizens Telecommunications Company Tennessee Study Area) (OCN 4336)	TN	(N)
Citizens Telecommunications Company of West Virginia (Bluefield and St Mary's study areas)	WV	
Citizens Telecommunications Company of Utah	UT	
Citizens Telecommunications Company of Idaho	ID	
Citizens Telecommunications Company of New York, Inc.	NY, PA	
Citizens Telecommunications Company of Montana	MT	
Citizens Telecommunications Company of the White Mountains, Inc.	AZ	
Frontier Communications of Wisconsin, LLC (Rhineland Telephone Study Area) (OCN 0870, 0891, 0940, 0941)	WI	(T) (N)

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 Issued: December 15, 2017

Effective: January 1, 2018

(This page filed under Transmittal No. 80)  
 Vice President, Government and Regulatory Affairs  
 180 S. Clinton Ave., Rochester, NY 14646

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ACCESS SERVICE

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ISSUING CARRIERS (Cont'd)**Rate Groups for Frontier Telephone Companies Tariff FCC No. 1****Rate Group 2**

<b>Name</b>	<b>States</b>	
Citizens Telecommunications Company of Oregon	OR	
Citizens Telecommunications Company of West Virginia (Mountain State study area)	WV	
Citizens Telecommunications Company of Tennessee LLC (Citizens Telecommunications Company Volunteer State Study Area) (OCN 0577)	TN	(T) (N)
Navajo Communications Company	AZ, NM, UT	
Citizens Telecommunications Company of California (Golden State and Tuolumne study areas) (OCNs 3402, 2342)	CA	
Citizens Telecommunications Company of Nevada	NV	

**Rate Group 3**

<b>Name</b>	<b>States</b>
Ogden Telephone Company	NY

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ACCESS SERVICE

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ISSUING CARRIERS (Cont'd)**Rate Groups for Frontier Telephone Companies Tariff FCC No. 1****Rate Group 4**

<b>Name</b>	<b>States</b>
Citizens Telecommunications Company of Nebraska	NE
Citizens Telecommunications Company of Minnesota, LLC	MN
Citizens Telecommunications Company of Illinois (includes Fairplay, WI)	IL, WI

**Rate Group 5**

<b>Name</b>	<b>States</b>	
Citizens Telecommunications Company of California, Inc. (Global Valley study area) (OCN 2315)	CA	(T)

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ACCESS SERVICE

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3. Carrier Common Line Access Service (Cont'd)3.4 Determination of Usage Subject to Carrier Common Line Charges (Cont'd)3.4.2 Case Involving Usage Recording By the Customer

Where Feature Group C end office switching is provided without Telephone Company recording and the customer records minutes of use used to determine Carrier Common Line Access charges (i.e., Feature Group C operator, and calls such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls), the customer shall furnish such minutes of use detail to the Telephone Company in a timely manner. If the customer does not furnish the data, the customer shall identify all Switched Access Services which could carry such calls in order for the Telephone Company to accumulate the minutes of use through the use of special Telephone Company measuring and recording equipment.

3.4.3 Local Exchange Access and Enhanced Services Exemption

Where access to the local exchange is required to provide a customer service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold private line service, Switched Access Service Rates and Regulations, as set forth in Section 6 following will apply, except when such access to the local exchange is required for the provision of an enhanced service. Carrier Common Line Access rates and charges as set forth in Section 20 following apply in accordance with the resale rate regulations as set forth in 3.5.2 following.

3.4.4 Common Channel Signaling System 7 (CCS7) Access Service

Carrier Common Line charges do not apply to CCS7 Access Service as described in Section 6.2.5.

3.4.5 Primary Interexchange Carrier Charge (PICC)

Primary Interexchange Carrier Charges (PICC) compensate the Telephone Company for Telephone Company provided common lines for access to end users. The PICC is a flat rated charge assessed on the end user's presubscribed carrier. End user customers who do not select a presubscribed carrier will be billed the PICC. Effective October 1, 2003, the PICC is not assessed on payphone lines.



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ACCESS SERVICE

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20. Rates and Charges (Cont'd)20.1 Rate Group #1 (Cont'd)20.1.1 Carrier Common Line (Cont'd)

<u>Primary Interexchange Carrier Charge (PICC)</u>	<u>Monthly Rate</u>
<u>Residence</u>	
Primary, (1) per individual line or trunk	\$0.00
Non-Primary, (1) per individual line or trunk	\$0.00
<u>Business (Non-Centrex)</u>	
Single Line Business, per line or trunk	\$0.00
Multi-Line Business - per individual line or trunk	\$4.09
<u>Centrex</u>	
- per Centrex line	
- 9 or more lines	\$0.45
- 8 lines	\$0.51
- 7 lines	\$0.58
- 6 lines	\$0.68
- 5 lines	\$0.82
- 4 lines	\$1.02
- 3 lines	\$1.36
- 2 lines	\$2.05
<u>ISDN</u>	
ISDN-BRI, per facility	\$0.00
ISDN-PRI, per facility	\$20.47

<u>Universal Service Fund (USF) Recovery Charge</u>	<u>Surcharge Percentage</u>	
Surcharge applied end user revenue	18.4%	(R)

(1) Includes Centrex CO and CO-Like Dormitory Service.

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 Issued: March 16, 2018

Effective: April 1, 2018

(This page filed under Transmittal No. 84)  
 Vice President, Regulatory Affairs  
 401 Merritt 7, Norwalk, CT 06851

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ACCESS SERVICE

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20. Rates and Charges (Cont'd)20.2 Rate Group #2 (Cont'd)20.2.1 Carrier Common Line (Cont'd)

<u>Primary Interexchange Carrier Charge (PICC)</u>	<u>Monthly Rate</u>	
<u>Residence</u>		
Primary, (1) per individual line or trunk	\$0.00	
Non-Primary, (1) per individual line or trunk	\$0.00	
<u>Business (Non-Centrex)</u>		
Single Line Business, per line or trunk	\$0.00	
Multi-Line Business		
- per individual line or trunk	\$4.31	
<u>Centrex</u>		
- per Centrex line		
- 9 or more lines	\$0.48	
- 8 lines	\$0.54	
- 7 lines	\$0.62	
- 6 lines	\$0.72	
- 5 lines	\$0.86	
- 4 lines	\$1.08	
- 3 lines	\$1.44	
- 2 lines	\$2.16	
<u>ISDN</u>		
ISDN-BRI, per facility	\$0.00	
ISDN-PRI, per facility	\$21.55	
		<u>Surcharge Percentage</u>
<u>Universal Service Fund (USF) Recovery Charge</u>		
Surcharge applied end user revenue	18.4%	(R)

(1) Includes Centrex CO and CO-Like Dormitory Service.

Issued: March 16, 2018

Effective: April 1, 2018

(This page-filed under Transmittal No. 84)  
 Vice President, Regulatory Affairs  
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ACCESS SERVICE

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20. Rates and Charges (Cont'd)20.3 Rate Group #3 (Cont'd)20.3.1 Carrier Common Line (Cont'd)

<u>Primary Interexchange Carrier Charge (PICC)</u>	<u>Monthly Rate</u>	
<u>Residence</u>		
Primary, (1) per individual line or trunk	\$0.00	
Non-Primary, (1) per individual line or trunk	\$0.00	
<u>Business (Non-Centrex)</u>		
Single Line Business, per line or trunk	\$0.00	
Multi-Line Business		
- per individual line or trunk	\$3.79	
<u>Centrex</u>		
- per Centrex line		
- 9 or more lines	\$0.42	
- 8 lines	\$0.47	
- 7 lines	\$0.54	
- 6 lines	\$0.63	
- 5 lines	\$0.76	
- 4 lines	\$0.95	
- 3 lines	\$1.26	
- 2 lines	\$1.89	
<u>ISDN</u>		
ISDN-BRI, per facility	\$0.00	
ISDN-PRI, per facility	\$18.94	
		<u>Surcharge Percentage</u>
<u>Universal Service Fund (USF) Recovery Charge</u>		
Surcharge applied end user revenue	18.4%	(R)

(1) Includes Centrex CO and CO-Like Dormitory Service.

Issued: March 16, 2018

Effective: April 1, 2018

(This page-filed under Transmittal No. 84)  
 Vice President, Regulatory Affairs  
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## ACCESS SERVICE

20. Rates and Charges (Cont'd)20.4 Rate Group #4 (Cont'd)20.4.1 Carrier Common Line (Cont'd)

<u>Primary Interexchange Carrier Charge (PICC)</u>	<u>Monthly Rate</u>	
<u>Residence</u>		
Primary, (1) per individual line or trunk	\$0.00	
Non-Primary, (1) per individual line or trunk	\$0.00	
<u>Business (Non-Centrex)</u>		
Single Line Business, per line or trunk	\$0.00	
Multi-Line Business		
- per individual line or trunk	\$3.10	
<u>Centrex</u>		
- per Centrex line		
- 9 or more lines	\$0.34	
- 8 lines	\$0.39	
- 7 lines	\$0.44	
- 6 lines	\$0.52	
- 5 lines	\$0.62	
- 4 lines	\$0.78	
- 3 lines	\$1.03	
- 2 lines	\$1.55	
<u>ISDN</u>		
ISDN-BRI, per facility	\$0.00	
ISDN-PRI, per facility	\$15.50	
<u>Universal Service Fund (USF) Recovery Charge</u>		<u>Surcharge Percentage</u>
Surcharge applied end user revenue	18.4%	(R)

(1) Includes Centrex CO and CO-Like Dormitory Service.

## ACCESS SERVICE

20. Rates and Charges (Cont'd)20.5 Rate Group #5 (Cont'd)20.5.1 Carrier Common Line (Cont'd)

<u>Primary Interexchange Carrier Charge (PICC)</u>	<u>Monthly Rate</u>
<u>Residence</u>	
Primary, (1) per individual line or trunk	None
Non-Primary, (1) per individual line or trunk	None
<u>Business (Non-Centrex)</u>	
Single Line Business, per line or trunk	None
Multi-Line Business	
- per individual line or trunk	None
<u>Centrex</u>	
- per Centrex line	
- 9 or more lines	None
- 8 lines	None
- 7 lines	None
- 6 lines	None
- 5 lines	None
- 4 lines	None
- 3 lines	None
- 2 lines	None
<u>ISDN</u>	
ISDN-BRI, per facility	None
ISDN-PRI, per facility	None
<u>Universal Service Fund (USF) Recovery Charge</u>	<u>Surcharge Percentage</u>
Surcharge applied end user revenue	18.4% (R)

(1) Includes Centrex CO and CO-Like Dormitory Service.

Issued: March 16, 2018

Effective: April 1, 2018

(This page-filed under Transmittal No. 84)  
 Vice President, Regulatory Affairs  
 401 Merritt 7, Norwalk, CT 06851

## **Exhibit 7 to Collins Affidavit**

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: SEPTEMBER 30, 1996

TARIFF F.C.C. NO. 1  
2ND REVISED PAGE 0  
CANCELS 1ST REVISED PAGE 0  
EFFECTIVE: NOVEMBER 14, 1996

ORIGINAL TARIFF EFFECTIVE: JANUARY 31, 1992

ACCESS SERVICE

Regulations, Rates and Charges  
applying to the provision of Access Services  
within a Local Access and Transport Area (LATA) or equivalent  
market area for connection to interstate communications facilities  
for customers within the  
operating territory of the

BELLSOUTH TELECOMMUNICATIONS, INC.

in the States of

	<u>Company Code</u>	
BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company	9417	
Florida	5191	
Georgia	5192	
North Carolina	5193	
South Carolina	5194	
BellSouth Telecommunications, Inc. d/b/a South Central Bell Telephone and Telegraph Company	9419	(T)
Alabama	5181	
Kentucky	5182	
Louisiana	5183	
Mississippi	5184	
Tennessee	5185	

The title and street address of this tariff's Issuing Officer are located on the top of Page 1, the Check Sheet.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: SEPTEMBER 16, 2003

TARIFF F.C.C. NO. 1  
3RD REVISED PAGE 3-1  
CANCELS 2ND REVISED PAGE 3-1  
EFFECTIVE: OCTOBER 1, 2003

## ACCESS SERVICE

### 3 - Carrier Common Line Access Service

The Telephone Company will provide Carrier Common Line Access Service to customers in conjunction with BellSouth SWA service provided in Section 6 of this Tariff.

#### 3.1 General Description

Carrier Common Line Access Service provides for the use of Telephone Company common lines by customers for access to end users to furnish interstate communications.

Premium Access is (1) BellSouth SWA service provided to customers under this Tariff which furnish interstate MTS/WATS and (2) BellSouth SWA service in an end office converted to equal access.

Non-Premium Access is BellSouth SWA service provided in an end office not yet converted to equal access to customers that do not furnish interstate MTS/WATS.

A Special Access (a.k.a. BellSouth SPA) Surcharge, as set forth in 7.4.2 following, will apply to interstate Special Access (a.k.a. BellSouth SPA) service provided by the Telephone Company to a customer, in accordance with regulations as set forth in Section 7 following.

In addition, a Presubscribed Interexchange Carrier Charge (PICC) applies as set forth in 3.8.6. The PICC is not applicable to any payphone line.

(C)

#### 3.2 Limitations

##### 3.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access Service. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access Service.

##### 3.2.2 BellSouth SWA WATS Service Access Lines

All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

\*\*\*\*\*



BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: SEPTEMBER 16, 2003

TARIFF F.C.C. NO. 1  
3RD REVISED PAGE 3-17.1  
CANCELS 2ND REVISED PAGE 3-17.1  
EFFECTIVE: OCTOBER 1, 2003

ACCESS SERVICE

3 - Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations (Cont'd)

3.8.6 Presubscribed Interexchange Carrier Charge (PICC)

The Telephone Company will recover the Presubscribed Interexchange Carrier Charge (PICC) through a flat-rated, monthly charge assessed per each local exchange service line or trunk. The PICC is not applicable to any payphone line. For end users (including resellers of Telephone Company-provided local exchange service) who have chosen a presubscribed interexchange carrier, the Telephone Company shall assess the PICC from the chosen interexchange carrier. The PICC will be based on a monthly snapshot of end user (or reseller) subscribers' accounts. For end users (including resellers of Telephone Company provided local exchange service) who have not chosen a presubscribed interexchange carrier, the Telephone Company shall collect the PICC directly from the end user (or reseller). The PICC will be applied to these end users' (or resellers') accounts based on the status of the presubscribed interexchange carrier information at the time of the end user's (or reseller's) billing period. No fractional debits or credits will be created. (C) (C)

The Rate Regulations in 4.6, following, apply to the assessment of the PICC, with the exception of the following: 4.6(C)(2), 4.6(C)(3), 4.6(D), 4.6(F) and 4.6(M). (C)

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: SEPTEMBER 16, 2002

TARIFF F.C.C. NO. 1  
47TH REVISED PAGE 3-18  
CANCELS 46TH REVISED PAGE 3-18  
EFFECTIVE: OCTOBER 1, 2002

## ACCESS SERVICE

### 3 - Carrier Common Line Access Service (Cont'd)

#### 3.9 Rates and Charges

##### 3.9.1 Carrier Common Line Access Charges

<u>Premium Access</u>	<u>Rate</u>
- Terminating Per Access Minute	\$ 0.000000
- Originating Per Access Minute	0.000000
<u>Non-Premium Access</u>	
- Terminating Per Access Minute	\$ 0.000000
- Originating Per Access Minute	0.000000

##### 3.9.2 Presubscribed Interexchange Carrier Charge

	<u>Monthly Rate</u>	<u>USOC</u>	
- Per Primary Residential Line or Trunk	\$ 0.00	CC3R1	
- Per Additional Residential Line or Trunk	0.00	CC3RA	
- Per Single Line Business Line or Trunk	0.00	CC3B1	
- Per Multi-Line Business Line or Trunk	0.75	CC3BM	(I)
- Per Centrex Station Line	0.08	CC3CB	
- Per Basic Rate ISDN Digital Subscriber Line, Residence Subscriber	0.00	CC31R	
- Per Basic Rate ISDN Digital Subscriber Line, Single Line Business Subscriber	0.00	CC31B	
- Per Basic Rate ISDN Digital Subscriber Line, Multiline Business Subscriber (Note 1)	0.00	CC31M	
- Per Primary Rate ISDN Interface (Note 2)	3.75	CC31P	(I)

Note 1: This Basic Rate ISDN PICC rate also applies to Basic Rate ISDN lines that are provided as part of a Centrex system, in lieu of the Centrex Station Line rate.

Note 2: For Primary Rate ISDN local exchange service, the PICC will be assessed at five times the Multiline Business Subscriber PICC rate (USOC-CC3BM) per Primary Rate ISDN Interface.

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29657, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1  
48TH REVISED PAGE 3-18  
CANCELS 47TH REVISED PAGE 3-18  
EFFECTIVE: JULY 1, 2003

## ACCESS SERVICE

### 3 - Carrier Common Line Access Service (Cont'd)

#### 3.9 Rates and Charges

##### 3.9.1 Carrier Common Line Access Charges

<u>Premium Access</u>	<u>Rate</u>
- Terminating Per Access Minute	\$ 0.000000
- Originating Per Access Minute	0.000000
<u>Non-Premium Access</u>	
- Terminating Per Access Minute	\$ 0.000000
- Originating Per Access Minute	0.000000

##### 3.9.2 Presubscribed Interexchange Carrier Charge

	<u>Monthly Rate</u>	<u>USOC</u>	
- Per Primary Residential Line or Trunk	\$ 0.00	CC3R1	
- Per Additional Residential Line or Trunk	0.00	CC3RA	
- Per Single Line Business Line or Trunk	0.00	CC3B1	
- Per Multi-Line Business Line or Trunk	0.00	CC3BM	(R)
- Per Centrex Station Line	0.00	CC3CB	(R)
- Per Basic Rate ISDN Digital Subscriber Line, Residence Subscriber	0.00	CC31R	
- Per Basic Rate ISDN Digital Subscriber Line, Single Line Business Subscriber	0.00	CC31B	
- Per Basic Rate ISDN Digital Subscriber Line, Multiline Business Subscriber (Note 1)	0.00	CC31M	
- Per Primary Rate ISDN Interface (Note 2)	0.00	CC31P	(R)

Note 1: This Basic Rate ISDN PICC rate also applies to Basic Rate ISDN lines that are provided as part of a Centrex system, in lieu of the Centrex Station Line rate.

Note 2: For Primary Rate ISDN local exchange service, the PICC will be assessed at five times the Multiline Business Subscriber PICC rate (USOC-CC3BM) per Primary Rate ISDN Interface.

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## **Exhibit 8 to Collins Affidavit**

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.1 General (Cont'd)

6.1.3 Rate Categories (Cont'd)

(E) Toll Free Dialing

The Toll Free Dialing Database rate category includes the use of transmission facilities and functions between a Service Switching Point (SSP) equipped end office or access tandem and a Service Control Point (SCP) by the Telephone Company to provide for BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service. Rate elements and rates associated with this category are provided in 6.8.11, following.

(F) BellSouth Local Number Portability Database Services

The BellSouth Local Number Portability Database services rate category includes the use of transmission facilities and functions between (1) a Service Switching Point (SSP) equipped end office or access tandem and a Service Control Point (SCP), or (2) a STP and SCP by the Telephone Company to provide for BellSouth Local Number Portability Database services. Rate elements and rates associated with this category are provided in 6.8.12, following.

(G) BellSouth Expanded Interconnection Service Cross Connects

Terms and conditions and rates for BellSouth Expanded Interconnection Service Cross Connects are as set forth in Section 20 of this Tariff.

(H) DS1 and DS3 Interfaces for Connecting DS1 and DS3 Switched Service to synchronous LightGate service (a.k.a BellSouth SPA Point to Point Network) via a Shared Use Arrangement

This rate category provides DS1 and DS3 interfaces for connecting DS1 and DS3 switched service in a shared use arrangement to LightGate service (a.k.a. BellSouth SPA Point to Point Network), as found in Section 7, following. Rate elements are provided in 6.8.14 following.

(This page filed under Transmittal No. 1 )

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ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.7 Rate Regulations (Cont'd)

6.7.1 Description and Application of Rates and Charges (Cont'd)

(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute basis or on a per call basis. BellSouth SWA Common Transport transmission rates will be applied on a per mile, per minute of use basis. Usage rates are accumulated over a monthly period.

(1) BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

A per call charge, as specified in 6.8.10 following, applies for each completed query. A completed query is when an 800 call utilizes BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service and for which a BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service customer is identified.

Credits will be provided for BellSouth SWA Common Transport and Access Tandem Switching charges associated with BellSouth SWA FGD or BellSouth SWA TSBSA 3 service for 888 dialed Toll Free Dialing traffic delivered at the tandem from an end office which is 800 Service Switching Point (SSP) equipped but not 888 SSP equipped if the customer has direct BellSouth SWA FGD or BellSouth SWA TSBSA 3 trunks to that end office.

(2) BellSouth SWA 500 Service

A per call charge, as specified in 6.8.10 following, applies for each 500 call.

(3) BellSouth SWA CCS7 Access Arrangement Usage Feature

- (a) An Integrated Switched Digital Network User Part (ISUP) usage charge per signaling message applies as specified in 6.8.1 following.
- (b) A TCAP usage charge per signaling message applies as specified in 6.8.1 following.

(4) BellSouth Local Number Portability Database Services

- (a) The rates associated with BellSouth LNP Database services are usage based and will be billed on a monthly basis. The BellSouth LNP Query Service charge will be applied to each subscribing Carrier query to the database. The BellSouth LNP Call Routing Service rate will be applied to each call delivered from a non-subscribing Carrier to a Telephone Company end office or access tandem switch requiring a query, which is subsequently completed to the end user.

ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.8 Rates and Charges (Cont'd)

6.8.11 Toll Free Dialing Database

BellSouth SWA Toll Free Dialing Ten Digit Screening Service

	Per Query
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery	\$.00421
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with Toll Free Dialing Number Delivery for Toll Free Dialing Numbers with Optional Complex Feature, i.e., Call Handling and Destination Features	\$.004296
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery	\$.00383
- Per Toll Free Dialing Call Utilizing BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery for Toll Free Dialing Numbers with Optional Complex Feature, i.e., Call Handling and Destination Features	\$.00431

BELLSOUTH TELECOMMUNICATIONS  
Four AT&T Plaza, Dallas, Texas 75202

TARIFF F.C.C. NO. 1  
1ST REVISED PAGE 6-380  
CANCELS ORIGINAL PAGE 6-380

ISSUED: AUGUST 11, 2014

EFFECTIVE: AUGUST 26, 2014

ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.8 Rates and Charges (Cont'd)

6.8.12 BellSouth Local Number Portability Database Services

	<u>Per Query</u>
(A) BellSouth LNP Query Service	\$0.000448
(B) BellSouth LNP Call Routing Service - per call delivered to the Telephone Company requiring a query and subsequently completed to the end user	\$0.001727

6.8.13 Reserved for Future Use

(N)

(This page filed under Transmittal No. 0082 )

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\*\*\*\*\*



ISSUED: APRIL 27, 2015

EFFECTIVE: MAY 12, 2015

ACCESS SERVICE

19 - BellSouth Line Information Data Base Access Service

19.1 General Description

(A) General

BellSouth Line Information Data Base (LIDB) Access Service provides a customer the ability to query and receive subscriber line data stored in BellSouth's LIDB that accommodates the customer's properly completing calls for a line subscriber and/or billing calls to a subscriber's line. (D)  
LIDB queries can also be launched by subscribing customers on an ad hoc or post call basis.

LIDB data is available via three service query types:

1) Validation Service Query

The Validation Service Query returns toll billing exception data associated with a subscriber line, which are needed to determine whether a line subscriber will accept collect and/or third number billing of calls. Validation Service also provides verification that the line to be charged is not a pay telephone. (D)

2) Originating Line Number Screening (OLNS) Service Query

The OLNS Service Query returns data associated with the originating line needed to facilitate the completion of calls. Data provided informs the customer which local exchange company (LEC, Account Owner) provisions service to a line subscriber, reports the Billing Service Provider Code for the originating line, and reports the local presubscribed interexchange carrier (LPIC) and/or presubscribed interexchange carrier (PIC), if any, for the originating subscriber line.

OLNS also provides data that alerts the customer to unique call processing needs associated with a subscriber line. OLNS provides a Foreign Language Indicator for Spanish, where applicable, a service or equipment indicator (e.g., POTS, Hotel/Hospital, Inmate, PBX, etc.) and service and billing restrictions data associated with a subscriber line.

(This page filed under Transmittal No. 0100 )

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ISSUED: JUNE 16, 2011

EFFECTIVE: JULY 1, 2011

ACCESS SERVICE

19 - BellSouth Line Information Data Base Access Service

19.7 Rates and Charges

	<u>Rate Per Query</u>	<u>USOC</u>
(A) BellSouth Line Information Data Base Common Transport per LIDB Query	\$0.00030	N/A
(B) BellSouth Line Information Data Base Validation per LIDB Query	\$0.035378	N/A
(C) BellSouth Line Information Data Base Originating Line Number Screening (OLNS) Per LIDB Query	\$0.014700	N/A
	<u>Nonrecurring Charge</u>	<u>USOC</u>
(D) Originating Point Code Establishment or change		
- per Point Code Established or Changed	\$ 91.00	NRBPX

(This page filed under Transmittal No. 1 )

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