

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

**In the Matter of**

**MCI COMMUNICATIONS  
SERVICES, INC.,**

*Complainant,*

**v.**

**WIDE VOICE, LLC,**

*Defendant.*

**Proceeding Number 19-121**

**Bureau ID Number  
EB-19-MD-003**

**MCI COMMUNICATIONS SERVICES, INC. COMPLAINT EXHIBITS**

<b>Ex.</b>	<b>Date</b>	<b>Description</b>	<b>Bates Nos.</b>
1	11/16/2018	Email string re: Wide Voice CDR Files request	VZ_0000001- VZ_0000033
2	01/30/2019	Letter from Curtis L. Groves, Verizon, to Rosemary McEnery, Enforcement Bureau, FCC, re: Notice of Intent to File Complaint Subject to 47 U.S.C. § 208(b)(1) Against Wide Voice, LLC	VZ_0000034- VZ_0000049
3	07/16/2015	Wide Voice, LLC Transmittal Letter No. 5 and Revised Tariff FCC No. 3	VZ_0000050- VZ_0000096
4	07/14/2017	Wide Voice, LLC Transmittal Letter No. 7 and Revised Tariff FCC No. 3	VZ_0000097- VZ_0000166
5	07/18/2018	Wide Voice, LLC Transmittal Letter No. 8 and Revised Tariff FCC No. 3	VZ_0000167- VZ_0000185
6	04/10/2019	Wide Voice, LLC Transmittal Letter No. 9 and Revised Tariff FCC No. 3	VZ_0000186- VZ_0000196
7	04/22/2019	Wide Voice, LLC Transmittal Letter No. 10 and Revised Tariff FCC No. 3	VZ_0000197- VZ_0000207

8	04/23/2019	Wide Voice, LLC, Tariff FCC No. 3	VZ_0000208- VZ_0000332
9	04/17/2019	Petition of Verizon and AT&T To Suspend and Reject Wide Voice's Revised Tariff, <i>Wide Voice, LLC April 10, 2019 Access Charge Tariff Filing, Transmittal No. 9</i>	VZ_0000333- VZ_0000363

# **Exhibit 1**

**Email string re: Wide Voice CDR Files request (Nov. 16, 2018)**

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**From:** Morgan, Traci R <traci.morgan@verizon.com>  
**Sent:** Friday, November 16, 2018 2:02 PM  
**To:** James G Pachulski  
**Subject:** Fwd: SUSPECT: Re: FW: [E] RE: Wide Voice CDR Files request

**Withheld for Privilege**



----- Forwarded message -----

From: **Morgan, Traci R** <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>  
Date: Fri, Nov 16, 2018 at 1:00 PM  
Subject: Re: SUSPECT: Re: FW: [E] RE: Wide Voice CDR Files request  
To: Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>  
Cc: Mary T Sonnonstine-Savoy <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>, <[bprince@widevoice.com](mailto:bprince@widevoice.com)>, <[croesel@inteserra.com](mailto:croesel@inteserra.com)>, <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>, <[jht@widevoice.com](mailto:jht@widevoice.com)>, <[erlae@widevoice.com](mailto:erlae@widevoice.com)>

Andy:

I've reached out to legal to ask who is available with the holiday next week.

Why are you charging tandem switching on terminating?

Thanks,  
Traci

On Thu, Nov 15, 2018 at 2:55 PM Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)> wrote:

Mary,

It isn't a position, it is our filed tariff. Can you please put me in touch with your legal department, as at this point, Verizon is exercising self help in not paying invoices, which is a problem.

Becky or I can help you with rates WideVoice is charging. Generally speaking, WideVoice is only charging tandem switching elements (Tandem Switching, DTTP, TST-T (1 mile), CMUX) for our composite rate. These rates are the same, whether it is a WV EO (non PCL) or a third party EO.

I'm happy to schedule a call to discuss specifics if you prefer. However, at this point, VZ hasn't raised any valid dispute and needs to settle its past due invoices.

Kind regards,

—

*Andy Nickerson*

CEO

WIDE VOICE, LLC

P [+1 562.521.7000](tel:+15625217000)

M [+1 310.430.5509](tel:+13104305509)

E [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

—

<http://www.widevoice.com>

**From:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Sent:** Thursday, November 15, 2018 11:45 AM

**To:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>

**Cc:** Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; [croesel@inteserra.com](mailto:croesel@inteserra.com); Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** SUSPECT: Re: FW: [E] RE: Wide Voice CDR Files request

Andrew,

Your position is not what we had communicated to us internally. Your email has been sent to our legal and regulatory department for review.

Who at WideVoice can assist me in determining how the tariff translates to the blended rates on the invoices?

The end offices that do not subsume their own tandem have rates that are quite high to only to be transport and the invoices do not provide the quantity of miles.

Thank you.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Wed, Nov 14, 2018 at 1:50 PM Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)> wrote:

+ Carey Roesel

Hi Mary,

Wide Voice is billing precisely in accordance with our tariffs. I have attached 1<sup>st</sup> Revised Page 78 which we intentionally made it very clear when the step down rates apply and when they don't. This provision was added with the Step 6 filing and the catalyst was the very specific limitation AT&T and Verizon placed on their own filings. As you are also likely aware, CenturyLink/Level3 opposed those filings – AT&T's in particular -- and filed a complaint. In February the FCC ruled in favor of AT&T saying (emphasis added):

“As explained below, because we find that the \$0.0007 per minute rate in Section 51.907(g)(2) applies only to tandem switching and transport traffic that *terminates to a price cap carrier end office*, we deny the Complaint.”

"Specifically, we find that the rule applies *only in situations where a “Price Cap Carrier” is “terminating traffic”* and the price cap carrier (or its affiliate) also owns a tandem switch that the traffic traverses. *The most reasonable reading of the rule, in context, is that the “terminating carrier” must be a price cap carrier.*

Wide Voice is not the only CLEC with substantially similar tariff wording. Additionally, at least one major carrier made inquiries about the same wording during the Step 6 tariff approval interval and no carriers elected to oppose or protest our filings. This wording was retained for Step 7 and, again, no carrier protests were filed.

If it turns out that there is still disagreement on this issue I would suggest the next step would be to challenge the tariff. Because Wide Voice's tariff is so clear on this point, withholding payment due to a disagreement about a deemed lawful provision would have to be considered unlawful “self-help”. (There is a good discussion about self-help in the recent Verizon-Peerless case.)

Let me know if I can provide any additional support.

Regards,

—

*Andy Nickerson*

CEO

WIDE VOICE, LLC

P [+1 562.521.7000](tel:+15625217000)

M [+1 310.430.5509](tel:+13104305509)

E [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

—

<http://www.widevoice.com>

**From:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Sent:** Wednesday, November 14, 2018 11:44 AM

**To:** Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>

**Cc:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Hello Becky,

I am working on additional analysis and calculating disputes. My manager is out next week. When she returns, she will help me finalize everything.

A question for you: For example, end office BFLONYFRSMD which subtends tandem MIAUFLWS08T

where WideVoice owns the end office and tandem switching equipment isn't following step 6 or step 7 of the ICC reform rules. Please explain.



Mary T. Sonnonstine-Savoy



Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Wed, Nov 14, 2018 at 11:41 AM Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)> wrote:

Mary –

Can you please let us know where you are at with the audit and expected completion date.

*Thanks & best regards,*

*Becky Prince*

Controller

WIDE VOICE, LLC

P [1.702.913.1088](tel:1.702.913.1088)

E [bprince@widevoice.com](mailto:bprince@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>  
**Sent:** Tuesday, November 6, 2018 12:21 PM  
**To:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>  
**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Traci is on jury duty this week. When she returns on Monday, we will meet to review the analysis.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Tue, Nov 6, 2018 at 1:54 PM Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)> wrote:

Mary,

What does that mean? Can we get some time lines as the audit and protracted time frame is impacting our business.

Regards,

—

*Andy Nickerson*

CEO

WIDE VOICE, LLC

P [+1 562.521.7000](tel:+15625217000)

M [+1 310.430.5509](tel:+13104305509)

E [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

—

<http://www.widevoice.com>

**From:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Sent:** Tuesday, November 6, 2018 11:51 AM

**To:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>

**Cc:** Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

All,

I am still working on the analysis. Traci is out of the office this week.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Tue, Nov 6, 2018 at 1:40 PM Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)> wrote:

Hi Mary,

We haven't heard back from you on the status of your audit. Can you please let us know where you are at and expected completion date. As I'm sure you are aware, payments are very late and no issue has been raised.

Kind regards,

—

*Andy Nickerson*

CEO

WIDE VOICE, LLC

P [+1 562.521.7000](tel:+1562.521.7000)  
M [+1 310.430.5509](tel:+1310.430.5509)  
E [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

—

<http://www.widevoice.com>

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**From:** Becky Prince  
**Sent:** Tuesday, October 30, 2018 5:28 PM  
**To:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>  
**Cc:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>  
**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Mary,

Can you please give us an update on the audit? Do you have an estimated completion date?

*Thanks & best regards,*

*Becky Prince*

WIDE VOICE, LLC

P [1.702.913.1088](tel:1702.913.1088)  
E [bprince@widevoice.com](mailto:bprince@widevoice.com)

<http://www.widevoice.com>

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**From:** Becky Prince  
**Sent:** Thursday, October 25, 2018 5:46 PM  
**To:** 'Sonnonstine-Savoy, Mary T' <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>  
**Cc:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>  
**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Mary,

Thank you for your feedback and making the Wide Voice analysis a priority. We would appreciate resolution soon so that payments can be processed.

*Thanks & best regards,*

*Becky Prince*

WIDE VOICE, LLC

P [1.702.913.1088](tel:1.702.913.1088)

E [bprince@widevoice.com](mailto:bprince@widevoice.com)

<http://www.widevoice.com>

**From:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>  
**Sent:** Wednesday, October 24, 2018 1:35 PM  
**To:** Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>  
**Cc:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>  
**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Becky,

I am still in the analysis stage and working diligently. I have made it a priority.

I appreciate that your group took the time to make sure the data was correct but that delay has ultimately made this longer in total. It will be better for it.

Thank you.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Wed, Oct 24, 2018 at 12:02 PM Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)> wrote:

Mary –

Can you please give us an update on the audit?

*Thanks & best regards,*

*Becky Prince*

WIDE VOICE, LLC

P [1.702.913.1088](tel:1.702.913.1088)

E [bprince@widevoice.com](mailto:bprince@widevoice.com)

<http://www.widevoice.com>

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**From:** Becky Prince

**Sent:** Thursday, October 18, 2018 9:03 AM

**To:** Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>; Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Cc:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Mary,

I haven't heard from you this week, can you please give us an update on the audit?

*Thanks & best regards,*

*Becky Prince*

WIDE VOICE, LLC



P [1.702.913.1088](tel:1.702.913.1088)

E [bprince@widevoice.com](mailto:bprince@widevoice.com)

<http://www.widevoice.com>

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**From:** Andrew Nickerson

**Sent:** Friday, October 12, 2018 1:41 PM

**To:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>

**Cc:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Mary,

We would really appreciate your expediting this audit. While we are happy to work with you on this, you haven't raised a dispute, so really shouldn't be withholding payment at all. I understand the first set of data wasn't accurate, but we would appreciate your prompt attention to this audit or releasing payment if it won't be done in an timely manner.

Kind regards,

—

*Andy Nickerson*

CEO

WIDE VOICE, LLC

P [+1 562.521.7000](tel:+1.562.521.7000)

M [+1 310.430.5509](tel:+13104305509)

E [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

—

<http://www.widevoice.com>

**From:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Sent:** Friday, October 12, 2018 12:04 PM

**To:** Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>

**Cc:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>; Andrew Nickerson <[anickerson@widevoice.com](mailto:anickerson@widevoice.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Becky,

I do not have a completion date yet.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Fri, Oct 12, 2018 at 1:17 PM Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)> wrote:

Hi Mary –

I just wanted to check the status of this again since we haven't received an update from you this week. How is the audit progressing, do you have an estimated completion date?

*Thanks & best regards,*

*Becky Prince*

WIDE VOICE, LLC

P [1.702.913.1088](tel:1.702.913.1088)

E [bprince@widevoice.com](mailto:bprince@widevoice.com)

<http://www.widevoice.com>

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**From:** Becky Prince

**Sent:** Wednesday, October 10, 2018 11:10 AM

**To:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; Sonnonstine-Savoy, Mary T  
<[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Traci Morgan  
<[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Hi Mary,

I hope the audit is progressing smoothly now. Please let us know if you find any additional problems with the data. We'd prefer to quickly work with you to clear up any additional questions.

*Thanks & best regards,*

*Becky Prince*

WIDE VOICE, LLC

P [1.702.913.1088](tel:1.702.913.1088)

E [bprince@widevoice.com](mailto:bprince@widevoice.com)

<http://www.widevoice.com>

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**From:** Tandy DeCosta  
**Sent:** Friday, October 5, 2018 7:59 AM  
**To:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>  
**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>  
**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Thanks Mary! Let me know if you need anything else.

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [<mailto:mary.sonnonstinesavoy@verizon.com>]

**Sent:** Friday, October 5, 2018 8:48 AM

**To:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>

**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

I compared the data in the two different name files and it looked like the same format. I went ahead and added it to my zip folder. We will see after the data is processed.

Thank you for sending the files early this morning so I had time to process them.

Have a blessed weekend.

Mary



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Fri, Oct 5, 2018 at 9:45 AM Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)> wrote:

Hi Mary,

I am checking on the files but I believe that all of the files presented are CDR files.

Thanks,

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [mailto:[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)]

**Sent:** Friday, October 5, 2018 6:53 AM

**To:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Hello

The other files have AC. CDR but these last two in 201809 have WVC. Are these CDR files?

Thank you,



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Thu, Oct 4, 2018 at 5:14 PM Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)> wrote:

Hi Mary,

The files have been uploaded and we have scrubbed them as best as we could. Please let us know that the files are there and if you have any questions.

Thanks,

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services



P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

---

**From:** Tandy DeCosta

**Sent:** Tuesday, October 2, 2018 2:34 PM

**To:** Sonnonstine-Savoy, Mary T <[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)>

**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>; Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>

**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

You are very welcome! Thank you for your patience.

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [<mailto:mary.sonnonstinesavoy@verizon.com>]

**Sent:** Tuesday, October 2, 2018 2:17 PM

**To:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>

**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Thank you very much.

Mary



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Tue, Oct 2, 2018 at 3:13 PM Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)> wrote:

Yes, we will spot check the files before pushing them to your server.

Thanks,

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [mailto:[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)]  
**Sent:** Tuesday, October 2, 2018 2:11 PM  
**To:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>  
**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>  
**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Wonderful.

I appreciate all your help. Is there a way for you to check that the CDR file data is good?

Thank you.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Tue, Oct 2, 2018 at 3:05 PM Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)> wrote:

Mary,

We got in successfully. Once the files are pushed we will let you know.

Thanks,

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [mailto:[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)]

**Sent:** Tuesday, October 2, 2018 1:46 PM

**To:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>

**Cc:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Did you use 22 in the Port field?



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Tue, Oct 2, 2018 at 2:36 PM James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)> wrote:

just tried and got:

Is: Login failed: 530 User cannot login: Invalid username/password or not allowed to sign on from this location.

I used:

Host: [lz.verizon.com](http://lz.verizon.com)

login: [REDACTED]

pw: [REDACTED]

---

**From:** Tandy DeCosta  
**Sent:** Tuesday, October 02, 2018 7:45 AM  
**To:** Sonnonstine-Savoy, Mary T  
**Cc:** James Thompson; Erla Erlingsdottir; Becky Prince; Tandy DeCosta  
**Subject:** RE: FW: [E] RE: Wide Voice CDR Files request

Hey Mary,

Not yet. My IP guy is in Hawaii so it will be in the next few hours that we will try the FTP again.

Thanks,

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [mailto:[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)]

**Sent:** Tuesday, October 2, 2018 11:39 AM

**To:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>

**Cc:** James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>; Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>

**Subject:** Re: FW: [E] RE: Wide Voice CDR Files request

Tandy,

Did you try again to access the [REDACTED]?

Thanks.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Tue, Oct 2, 2018 at 6:59 AM Sonnonstine-Savoy, Mary T  
<[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)> wrote:

All,

I was able to logon to the [REDACTED].

[REDACTED]

For the password, did you include the [REDACTED]?

Please try again and let me know if you are still having problems.

Thank you for your help.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation



6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Mon, Oct 1, 2018 at 3:48 PM Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)> wrote:

Mary,

We should have the files in the next couple of days and was wondering if this FTP data is correct? We tried logging in to ensure it's working and we were not successful.

landing zone: [lz.verizon.com](https://lz.verizon.com)

userid: [REDACTED]

password: [REDACTED]

Thanks,

Tandy

WIDE VOICE, LLC

—

*Tandy DeCosta*

Director of Telephony Services

P 1+702-913-1078

E [tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)

**From:** Sonnonstine-Savoy, Mary T [mailto:[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)]  
**Sent:** Friday, August 24, 2018 2:27 PM  
**To:** Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)>  
**Cc:** Tandy DeCosta <[tdecosta@widevoice.com](mailto:tdecosta@widevoice.com)>; Erla Erlingsdottir <[erlae@widevoice.com](mailto:erlae@widevoice.com)>;  
Traci Morgan <[traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)>; James Thompson <[jht@widevoice.com](mailto:jht@widevoice.com)>  
**Subject:** Re: [E] RE: Wide Voice CDR Files request

All,

I found the CDR files on landing zone and they are being processed now.

Thank you so much.



Mary T. Sonnonstine-Savoy

Sr. Analyst

CLEC Invoice Validation

6929 North Lakewood Ave

Tulsa, Oklahoma 74117

O 9185907832

[mary.sonnonstinesavoy@verizon.com](mailto:mary.sonnonstinesavoy@verizon.com)

On Thu, Aug 23, 2018 at 4:16 PM, Becky Prince <[bprince@widevoice.com](mailto:bprince@widevoice.com)> wrote:

Hi Mary –

We have provided the CDR's for the accounts that had usage charges on the July billing. There were several bans that did not have CDR's because the billing is only LPC's. Below is the list of bans with the corresponding CDR filename.

Let me know if you need anything else. Thanks.

CO	IXC	BAN	Comments
458	T555	T555756GMA	AC.CDR.CWVC.C0458.IT155.D.BD180710
451	222	0222252FCA	AC.CDR.CWVC.C0451.I0222.D.BD180710
469	T555	T555659HUT	AC.CDR.CWVC.C0469.IT555.D.BD180710
451	555	0555252FCA	AC.CDR.CWVC.C0451.I0555.D.BD180710
464	T555	T555707GWA	AC.CDR.CWVC.C0464.IT555.D.BD180710
458	222	0222756GMA	AC.CDR.CWVC.C0458.I0222.D.BD180710
452	T555	T555253FNV	AC.CDR.CWVC.C0452.IT555.D.BD180710
456			

--

*Traci Morgan*

Sr Manager - Tulsa Invoice Validation

Verizon Business

6929 N Lakewood Ave, MD 5.3-1011

Tulsa, OK 74117

Phone: 918-590-9740

email: [traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)

--

*Traci Morgan*

Sr Manager - Tulsa Invoice Validation

Verizon Business

6929 N Lakewood Ave, MD 5.3-1011

Tulsa, OK 74117

Phone: 918-590-9740

email: [traci.morgan@verizon.com](mailto:traci.morgan@verizon.com)

# **Exhibit 2**

**Letter from Curtis L. Groves, Verizon, to Rosemary McEnery, Enforcement  
Bureau, FCC, re: Notice of Intent to File Complaint Subject to 47 U.S.C.  
§ 208(b)(1) Against Wide Voice, LLC (Jan. 30, 2019)**



Curtis L. Groves  
Associate General Counsel

1300 I Street NW  
Suite 500 East  
Washington, DC 20005  
curtis.groves@verizon.com  
M 202.213.8375  
T 202.515.2179

January 30, 2019

**By Email**

Ms. Rosemary McEnery  
Chief, Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Re: Notice of Intent to File Complaint Subject to 47 U.S.C. 208(b)(1) Against  
Wide Voice, LLC**

Dear Ms. McEnery:

In accordance with Section 1.724 of the Commission's rules, I am writing to notify you that MCI Communications Services, Inc. ("Verizon") intends to file a formal complaint ("Complaint") subject to 47 U.S.C. 208(b)(1) against Wide Voice, LLC ("Wide Voice").

Our Complaint will allege Section 3.6.4 of Wide Voice's Access Service Tariff No. 3 ("Tariff") is unlawful and void *ab initio* because it violated the mandatory detariffing requirement set forth in Section 61.26 of the Commission's rules when filed. The Complaint will also allege that the dispute resolution provisions in Sections 2.10.4(a) and (b) of the Tariff are unlawful and, moreover, had already been adjudicated to have been unlawful at the time Wide Voice filed them. Therefore, Wide Voice has also violated Sections 201(b) and 203 of the Communications Act of 1934 (as amended) and those provisions, too, are voice *ab initio*.

Section 61.26 of the Commission's rules prohibits a CLEC like Wide Voice from tariffing rates for interstate switched exchange access services that exceed the rates the competing ILEC charges for those services. This is known as the "CLEC Benchmark Rule."

In accordance with the transition to bill-and-keep, Section 51.907(g) of the Commission's rules prohibited price-cap LECs, as of July 1, 2017, from assessing tariffed charges in excess of \$0.0007/MOU for terminating tandem-switched access services that would apply to terminating tandem-switched access traffic that traverses a tandem switch that the terminating carrier or its affiliate owns. This reduction is known as the "Step Six Stepdown." And Section 51.907(h) of the Commission's rules prohibits price-cap LECs

as of July 1, 2018, from assessing any tariffed charges for that traffic. This is known as the “Step Seven Stepdown.”

Where Wide Voice competes with a price-cap ILEC, the CLEC Benchmark Rule, when read together with Section 51.907(g)’s Step Six Stepdown, prohibited Wide Voice from filing a tariff effective July 1, 2017, that purported to assess charges that exceeded \$0.0007 for tandem-switched access traffic that Wide Voice terminates and that traverses a tandem switch that Wide Voice or its affiliate owned.

Wide Voice nevertheless filed such a tariff, and it has assessed and continues to assess unlawful tariffed per-minute charges for those services.

Section 3.6.4 in Wide Voice’s tariff correctly bifurcates Wide Voice’s Tandem-Switched Transport rates into what it calls “Standard” rates and “Affil PCL” rates, with the “Affil PCL” rate set in 2017 to \$0.0007 per MOU. But, in Section 3.6.4, Wide Voice also defined the Affil PCL rate as applying only when traffic “travers[es] a [Wide Voice] Access Tandem switch when the terminating carrier is a [Wide Voice]-affiliated *price cap carrier*.” But that is a null set; there are no Wide Voice-affiliated price cap carriers. Therefore, Wide Voice takes the position that, under its tariff, the “Affil PCL” rate *never* applies and Wide Voice claims the tariff authorizes it to charge the higher “Standard” rate for *all* traffic traversing Wide Voice’s tandems, even when Wide Voice terminates those calls and Wide Voice (or its affiliate) owns the tandem. This results in Wide Voice assessing tariffed charges that exceed the competing ILEC’s rates, whether because the tariff itself violates Section 61.26 (insofar as it purports to authorize Wide Voice to charge its “Standard” rates for traffic that should be subject to the “Affil PCL” rate) or because Wide Voice is violating its own tariff (insofar as the definition of a null set renders the tariff ambiguous and the ambiguity is construed against Wide Voice to require it to bill the “Affil PCL” rates for traffic subject to that lower rate under the Step Six and Step Seven Stepdowns).

Wide Voice has represented to us that *all* of the terminating traffic for which it has assessed tariffed charges traverses a Wide Voice tandem and terminates at a Wide Voice end office. Because the CLEC Benchmark Rule prohibits Wide Voice from tariffing charges that exceed the competing ILEC’s charges, as of July 1, 2017, Wide Voice was prohibited from tariffing charges for that service that exceeded \$0.0007 per minute, and as of July 1, 2018, Wide Voice was prohibited from assessing any tariffed charges for that traffic.

We notified Wide Voice on December 18, 2018, that we were disputing Wide Voice’s invoices on these and other grounds.<sup>1</sup> We explained the basis of the dispute and provided supporting documentation. On December 21, 2018, Wide Voice responded and

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<sup>1</sup> We also disputed Wide Voice’s charges on the grounds that Wide Voice (1) improperly invoiced for tandem-switching services it did not provide and (2) improperly invoiced Verizon tariffed terminating access charges on two-stage traffic Wide Voice did not terminate. While we reserve the right to include claims related to those unlawful charges in our Complaint, we do not allege those claims would be subject to the five-month deadline in section 208(b)(1).

Ms. Rosemary McEnery

January 30, 2019

threatened legal action. In that response, Wide Voice made several incorrect claims. We responded on December 28, 2018, and explained—

- We raised valid, good-faith disputes that comply with the applicable dispute provisions in the Tariff to the extent those provisions are lawful.
- Sections 2.10.4(a) and (b) of the Tariff are void *ab initio* and unenforceable because they purport to unilaterally shorten the two-year statute of limitations set forth in Section 415(b) of the Communications Act and purport to require payment of disputed charges.<sup>2</sup> These provisions therefore cannot be deemed lawful.
- Verizon is not required to pay disputed charges that Wide Voice invoiced under an unlawful tariff.
- CLEC switched access rates that exceed the Section 61.26 benchmark are mandatorily detariffed, are not legal, and cannot be deemed lawful.

Wide Voice has not responded to our December 28, 2018 letter. Because our Complaint will challenge the lawfulness of Wide Voice's tariffed charges, it is subject to the five-month deadline in section 208(b)(1). We ask Staff to convene a conference with the parties as soon as practicable. We also are open to pre-complaint mediation.

Very truly yours,



Attachments

Copy: Lauren Coppola, counsel to Wide Voice

---

<sup>2</sup> See, e.g. Memorandum Opinion & Order, *Sprint Commcn's Co. L.P. v. Northern Valley Commc'ns, LLC*, 26 FCC Rcd 10780, ¶ 14 (2011), *aff'd Northern Valley Commc'ns, LLC v. FCC*, 717 F.3d 1017 (D.C. Cir. 2013).



# **ATTACHMENT 1**

December 18, 2018

Andy Nickerson  
CEO  
Wide Voice, LLC  
4300 E. Pacific Coast Hwy  
Long Beach, CA 90804

Re: Notice of Dispute

Dear Mr. Nickerson:

Verizon is disputing your company's billings on invoice(s) dated through November 10, 2018. The primary bases of these disputes are as follows:

- Your FCC tariff is not valid because it does not comply with the FCC's intercarrier compensation and benchmark rules (47 CFR 51.911, 69.26, *et al.*). For traffic traversing Wide Voice's tandem and terminating to an end office of a Wide Voice affiliate within the service territory of a Price Cap ILEC, the FCC rules prescribe that CLEC tariff rates shall be no more than \$.0007/MOU as of July 1, 2017, and shall be zero ("bill and keep") as of July 3, 2018.
- Your invoices apply tandem switching charges to traffic that terminates to or originates from end offices that do not subtend a Wide Voice tandem per the Local Exchange Routing Guide. Wide Voice cannot bill for tandem switching services that it does not provide.
- Verizon has just recently discovered that some portion of the traffic billed by Wide Voice appears to be international continuations or re-originations (i.e., traffic that terminates outside the United States and for which a U.S. tariff cannot impose terminating access charges on Verizon). Verizon has made some random test calls and nearly half of them linked to either dollarphone, pinless or dial91. Such traffic is not billable to Verizon.

The attached spreadsheet shows Verizon's preliminary calculation of the value of Verizon's disputes. Verizon is continuing to calculate the value of its dispute for the issues listed in the third bullet above. Verizon reserves the right to supplement its disputes and dispute calculations.

If you have any questions regarding this letter, please have your attorney contact James Pachulski, Verizon Associate General Counsel at [james.pachulski@verizon.com](mailto:james.pachulski@verizon.com).

Very truly yours,

A handwritten signature in black ink that reads "Traci Morgan". The signature is fluid and cursive, with a long, sweeping underline.

**verizon**✓

## **ATTACHMENT 2**

LAUREN J. COPPOLA  
617 859 2736 TEL  
LCOPPOLA@ROBINSKAPLAN.COM

December 21, 2018

*Via E-Mail james.pachulski@verizon.com*

James Pachulski  
Associate General Counsel  
Verizon

Re: Wide Voice, LLC

Dear Mr. Pachulski:

I represent Wide Voice, LLC ("Wide Voice"). This concerns Verizon's failure to pay Wide Voice invoices and alleged dispute received on December 18, 2018. Wide Voice's Access Service Tariff No. 3 ("Tariff") sets out a dispute resolution process; however, Verizon has failed to issue proper disputes, with properly supported basis and back-up information. Moreover, Verizon is employing unlawful self-help by withholding payment for services lawfully rendered and due under Wide Voice's Tariff. Legal demand for payment is hereby made. If Wide Voice does not receive payment pursuant to the terms articulated in Wide Voice's Tariff and set forth below, Wide Voice will terminate service to Verizon as Wide Voice is permitted under the terms of its Tariff.

First, Wide Voice's Tariff requires that IXCs follow a dispute resolution process if it has concerns about Wide Voice's invoices. It appears that Verizon has ignored recent Court decisions against and the express provisions of the Tariff because Verizon has refused to pay Wide Voice for its services for many months without, until yesterday, sending a barebones "dispute" notice. This action violates the Tariff because the proper process for billing disputes begins with the IXC issuing a dispute notice. Verizon must take steps to resolve its "dispute," including filing a specific dispute, grounds for the dispute and associated support. If it is based on the Wide Voice tariff, Verizon should challenge Wide Voice's deemed lawful Tariff.

Moreover, by failing to challenge Wide Voice's tariff when filed and notice, Verizon has waived all claims that the tariff is unlawful. Verizon has also executed a settlement with Wide Voice, dated October 17, 2016. In that settlement, Verizon has waived all rights to dispute Wide Voice's billings in the grounds of an invalid rate so

long as Wide Voice bills Verizon in accordance with that Settlement Agreement and Release and its tariffs, which it has.

Second, as Verizon well knows, its failure to pay for tariff services, while continuing to send traffic to Wide Voice to be completed, constitutes unlawful self-help. Earlier this year, the Federal District Court for the Northern District of Illinois scolded Verizon under very similar circumstances in *Peerless Network, Inc. v. MCI Communications Services, Inc.*, No. 14 C 7417, 2018 U.S. Dist. LEXIS 43044, at \*34-40 (N.D. Ill. Mar. 16, 2018). In that case, Verizon refused to pay Peerless for eight years while it disputed Peerless's invoices. The federal district court held that Peerless's tariff was legal, in the sense that it was "properly filed and effective during the relevant time period." *Id.* at \*51. Verizon bore the burden to prove that Peerless's charges were unreasonable, and therefore unlawful. *Id.* at \*50. During the pendency of the parties' dispute, Verizon was not authorized to "engage in self-help and unilaterally withhold payments to Peerless." *Id.* at \*54. The Federal Communications Commission ("FCC") does not approve of IXC self-help tactics." *Id.* at 48. Verizon may have a right to raise legitimate claims or challenges to Wide Voice's Tariff in appropriate forums, but it cannot take service with no intent to pay for that service and then use "self-help" and "disputes" to withhold payment. *See id.* at \*34-40.

Wide Voice billed precisely in accordance with its deemed lawful tariff, which intentionally makes it very clear when the step down rates apply. This provision was added with the Step 6 filing and the catalyst was the very specific limitation AT&T and Verizon placed on their own filings. As you are aware, CenturyLink/Level3 opposed those filings – AT&T's in particular -- and filed a complaint. In February of this year, the FCC ruled in favor of AT&T saying (emphasis added):

"As explained below, because we find that the \$0.0007 per minute rate in Section 51.907(g)(2) applies only to tandem switching and transport traffic that *terminates to a price cap carrier end office*, we deny the Complaint."

"Specifically, we find that the rule applies *only in situations where a "Price Cap Carrier" is "terminating traffic"* and the price cap carrier (or its affiliate) also owns a tandem switch that the traffic traverses. *The most reasonable reading of the rule, in context, is that the "terminating carrier" must be a price cap carrier.*

Wide Voice is not the only CLEC with substantially similar tariff wording. Additionally, at least one major carrier made inquiries about the same wording during

the Step 6 tariff approval interval and no carriers elected to oppose or protest the filings. This wording was retained for Step 7 and, again, no carrier protests were filed.

Third, as for Verizon's claim concerning international traffic, any such traffic is *de minimus* at best. Moreover, Wide Voice is entitled to bill tandem switching elements for this traffic. Wide Voice is not billing Verizon any end office functions for such traffic. Verizon must pay all charges for this traffic as it properly billed and all disputes have been waived and are not properly made.

Fourth, as for the tandem switching that originates from the end office that does not subtend a Wide Voice tandem per the LERG, all such charges have been properly assessed. Wide Voice has sent a very small amount of toll free traffic to Verizon for termination. All information concerning this traffic has already been sent to Verizon's attention. The traffic was sent to Verizon via a Wide Voice tandem and thus, Verizon should pay those fees. Verizon carried the traffic across the Wide Voice connect and thus, the charges are valid.

Finally, under Section 2.12 of Wide Voice's Access Service Tariff No. 3, Wide Voice has certain rights when it has concerns about a customer's creditworthiness, including the right to require a deposit or advance payment. Verizon has failed to meet its payment obligations without submitting a good faith notice of dispute as required by section 2.10.4 (A) of Wide Voice's Tariff. This unexplainable, admonishable, and drastic conduct makes clear that Verizon is a severe credit risk. In light of Verizon's considered refusal to pay proper charges, pursuant to the terms of its tariff Wide Voice requests as a precondition for service continuing a deposit equivalent to its estimated liability for two months' service. Wide Voice will pay interest on the deposit at the rate proscribed by the FCC or as otherwise permitted by applicable law. An advance payment equal to one month's estimated billing will be required in addition to the deposit.

The deposit and advance payment are specifically authorized by Wide Voice's tariff. Nevertheless, Wide Voice is open to considering other methods Verizon might propose that ensure Wide Voice receives full and timely payment for its services. If we are able to work out these terms, we can discuss other details of the arrangement, such as providing financial information on a regular basis to confirm Verizon's ongoing creditworthiness.

Should Verizon refuse to make the deposit and advance payment, or should Verizon continue to refuse payment for Wide Voice's invoices, Wide Voice will be left with no choice but to pursue the contractual and legal remedies available to it-

including suspending/terminating service, filing a federal lawsuit, or filing a complaint with the FCC. Wide Voice hereby expressly reserves all its rights.

I expect to hear from you on these issues by the end of the year.

Sincerely,



Lauren J. Coppola



## **ATTACHMENT 3**

James G. Pachulski  
Associate General Counsel  
Verizon Partner Solutions



1320 N. Courthouse Road  
9<sup>th</sup> Floor  
Arlington, VA 22201

Phone: (703) 351-3414  
Fax: (703) 351-3667  
[james.pachulski@verizon.com](mailto:james.pachulski@verizon.com)

December 31, 2018

**VIA EMAIL**

Lauren J. Coppola  
Robins Kaplan LLP  
800 Boylston Street  
Suite 2500  
Boston, MA 02199  
[lcoppola@robinskaplan.com](mailto:lcoppola@robinskaplan.com)

RE: Verizon Disputes of Wide Voice, LLC Invoices for Switched Access Services

Dear Ms. Coppola:

I am responding to your letter dated December 21, 2018. As explained below, Verizon has raised valid good faith disputes against the unlawful charges invoiced by Wide Voice, LLC, disputes that cover both charges billed pursuant to unlawful tariff provisions and invoices that were billed in violation of Wide Voice's tariffs (even assuming those tariffs are lawful). If Wide Voice blocks Verizon's traffic in an effort to collect its unlawful charges, Verizon will pursue legal remedies against Wide Voice's violation of applicable FCC and court orders.<sup>1</sup>

First, Verizon has properly submitted written notice of its good faith disputes that fully complies with the applicable dispute provisions of Wide Voice's tariffs to the extent such provisions are lawful.<sup>2</sup> Ms.

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<sup>1</sup> *Establishing Just and Reasonable Rates for Local Exchange Carriers; Call Blocking by Carriers*, 22 FCC Rcd 11629, 11631 (2007) ("Specifically, [FCC] precedent provides that no carriers, including interexchange carriers, may block, choke, reduce or restrict traffic in any way.")

<sup>2</sup> Sections 2.10.4(a) and (b) are void and unenforceable. Federal courts and the FCC have consistently found unlawful tariff provisions like Section 2.10.4(a) that purport to unilaterally shorten the two-year statute of limitations set forth in Section 415(b) of the Communications Act. For example, the FCC invalidated a clause in a CLEC's tariff that "requir[ed] carriers to dispute bills within 90 days or waive 'any and all rights and claims with respect to the bill and the underlying dispute.'" See Memorandum Opinion & Order, *Sprint Commc'ns Co. L.P. v. Northern Valley Commc'ns, LCC*, 26 FCC Rcd 10780, ¶ 14 (2013), *aff'd Northern Valley Commc'ns, LLC v. FCC*, 717 F.3d 1017 (D.C. Cir. 2013); see also, e.g., *PAETEC Commc'ns, Inc., v. MCI Commc'ns Servs., Inc.*, 712 F. Supp. 2d 405, 416-17 (E.D. Pa. 2010);

Morgan's December 18, 2018 letter was not "bare bones." It clearly articulated Verizon's specific disputes and the grounds for those disputes. The accompanying spreadsheet provided the support for the disputes identified in the letter and sufficient documentation to investigate those disputes, including the account number, the date of the invoice, the end office CLLI code listed on the invoice, the invoice description of the charge, the usage quantity, the unlawful rate, and the amount unlawfully billed. Moreover, in the weeks leading up to the December 18th letter, our respective clients had several email exchanges and at least one telephone call regarding Wide Voice's invoices and Verizon's disputes. The fact that your letter requests no additional information regarding Verizon's disputes – and instead attempts to address those disputes on the merits – demonstrates that Verizon's written notice was more than sufficient for Wide Voice to understand and investigate Verizon's disputes.

Your assertion that Verizon has "waived all claims that [Wide Voice's] tariff is unlawful" is unfounded. Any aggrieved party can, at any time, challenge a tariff that violates the FCC's rules. Moreover, the parties' 2016 settlement does not bar Verizon from disputing Wide Voice's invoices issued pursuant to an unlawful tariff. The 2016 settlement only limits disputes as to the rates charged for originating 8YY traffic. It does not prospectively waive disputes as to charges for *terminating* traffic, as Verizon has done in its December 18th letter, and the 2016 settlement expressly reserves Verizon's "right to dispute such billings on other grounds if there is a bona fide basis for such dispute."<sup>3</sup>

Second, Verizon is not required to pay Wide Voice for disputed charges that Wide Voice invoiced pursuant to an unlawful tariff. In *AT&T v. Iowa Network Services, Inc. d/b/a Aureon Network Services*, for example, the FCC never suggested AT&T had acted improperly by withholding amounts it disputed on the ground that Aureon's tariff was unlawful. See Order on Reconsideration, *AT&T Corp. v. Iowa Network Servs., Inc. d/b/a Aureon Network Servs.*, FCC 18-116, ¶¶ 2, 13-17 (Aug. 1, 2018) ("*AT&T v. Aureon Reconsideration Order*"). And, as the FCC held in *Northern Valley*, a tariff provision that purports to require payment of amounts disputed on the basis that they were invoiced in violation of the tariff is unlawful and unenforceable. Memorandum Opinion and Order, *Sprint Commc'ns Co. v. Northern Valley Commc'ns, LLC*, 26 FCC Rcd 10780, ¶¶ 1, 14 (2011).

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*Great Lakes Commc'n Corp. v. AT&T Corp.*, No. 13-cv-4117, 2014 WL 2866474, at \*23 (N.D. Iowa June 24, 2014); *Bowers v. Windstream Ky. E., LLC*, 709 F. Supp. 2d 526, 539-40 (W.D. Ky. 2010). Similarly, Section 2.10(4)(b) appears to require payment of disputed charges, which the FCC has found unlawful. See *Northern Valley Decision* ¶ 14.

<sup>3</sup> Your citation to the Peerless summary judgment order is misplaced and premature. That decision is not binding here and Verizon has challenged it on appeal in the Seventh Circuit; oral argument is scheduled for January 14, 2019. Moreover, other courts have taken a different view of the law. See *O1 Communications, Inc. v. AT&T Corp.*, Order, Case No. 16-cv-01452, Doc. 106 at 3 (N.D. Cal. December 19, 2017) (rejecting the argument that "even if [a carrier] improperly billed [the IXC] for end office access services when it was in fact providing tandem access services, [the IXC] must nonetheless pay the higher end office rate. That is not the law.").

Moreover, as the FCC held in *Aureon*, Memorandum Opinion and Order, *AT&T Corp. v. Iowa Network Servs., Inc. d/b/a Aureon Network Servs.*, 32 FCC Rcd 9677 (2017) (“*AT&T v. Aureon Order*”), “[w]here the Commission, as here, has prohibited the filing of a tariff with rates above the transitional default rate, such a tariff cannot benefit from ‘deemed lawful’ status,” *id.* ¶ 29. This ruling is equally applicable here, because Wide Voice’s tariff rates exceeded the benchmark rates under 47 C.F.R. § 61.26.<sup>4</sup> “A filing that contains rates that the carrier is not permitted to charge” – as here – “does not meet even the preliminary standard for a legal tariff filing, and therefore cannot become a ‘deemed lawful’ tariff by operation of Section 204(a)(3).” *AT&T v. Aureon Reconsideration Order*, ¶ 15. Furthermore, CLEC switched access rates that exceed the benchmark in 47 C.F.R. § 61.26 – like those here – are subject to mandatory detariffing and cannot be deemed lawful. See *PAETEC Commc’ns, Inc. v. MCI Commc’ns Servs., Inc.*, Brief for *Amicus Curiae* FCC, Nos. 11-2268, at 25, 27-28 (3d Cir. Mar. 14, 2012).

Your reliance on the FCC’s ruling in the CenturyLink/Level 3 complaint against AT&T’s tariff is misplaced. Unlike in the CenturyLink/Level 3 dispute, Wide Voice’s rates violate § 61.26, which prohibits a CLEC from tariffing switched access rates that exceed the rate charged by such services by the competing ILEC.

Third, you assert that Verizon’s claim regarding international traffic is “de minimus [sic] at best,” but you provide no evidence to support that assertion. Verizon personnel made 299 test calls to telephone numbers with the most invoiced minutes and 140 of these calls were linked to either dollarphone, pinless or dial91. These test calls suggest that nearly half the traffic invoiced by Wide Voice may involve international continuations. Moreover, your argument that Wide Voice is entitled to bill Verizon for tandem switching elements on this traffic is unfounded. See *Broadvox-CLEC, LLC v. AT&T Corp.*, 184 F. Supp. 3d 192, 216 (D. Md. 2016) (holding that competitive LEC did not “terminate” two-stage calls and “[wa]s not entitled to switched access charges on th[o]se calls,” granting AT&T’s motion for summary judgment).

Fourth, you claim that “as for the tandem switching that originates from the end office that does not subtend a Wide Voice tandem per the LERG, all such charges have been properly assessed.” Verizon does not understand how Wide Voice can assess tandem switching charges if its end office does not subtend a Wide Voice tandem switch. In that circumstance, Wide Voice cannot perform tandem switching functions. Contrary to your assertion, Verizon has not received “[a]ll information concerning this traffic.”

Finally, Wide Voice has no basis to request a deposit under its tariff. Verizon has provided a written notice of its good faith disputes that complies with the lawful dispute provisions of Wide Voice’s tariff. Wide Voice cannot lawfully demand payment of charges subject to a good faith dispute.

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<sup>4</sup> As explained in the December 18th letter, the traffic in dispute traverses Wide Voice’s tandem and terminates to an end office of a Wide Voice affiliate within the service territory of a Price Cap ILEC. For such traffic, § 61.26 requires that a CLEC’s tariff rates shall be no more than \$.0007/MOU as of July 1, 2017, and shall be zero (“bill and keep”) as of July 3, 2018.

December 31, 2018  
page 4

Verizon is willing to discuss the matters addressed in this letter and to work toward resolution of Verizon's good faith disputes. If Wide Voice terminates services to Verizon or otherwise blocks Verizon's lawful traffic while Verizon's good faith disputes remain unresolved, Verizon will protect its rights and interests against Wide Voice's unlawful actions.

Sincerely,

A handwritten signature in dark ink, appearing to read "John S. Palm". The signature is written in a cursive style with a large initial "J" and a distinct "P" for "Palm".

# **Exhibit 3**

**Wide Voice, LLC Transmittal Letter No. 5 and Revised Tariff FCC No. 3  
(July 16, 2015)**



July 16, 2015

**Via ETFS Filing**

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

Wide Voice, LLC  
410 South Rampart Suite 390  
Las Vegas, NV 89145

FRN: 0018-2802-89  
TRANSMITTAL No. 5

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

The accompanying tariff material, issued by Wide Voice, LLC and bearing Tariff FCC No. 3, effective July 31, 2015, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This filing is made on fifteen (15) days' notice. The purpose of this filing is to comply with the FCC ICC Reform Order, FCC 11-161, issued November 18, 2011 to make the required access rate revisions, add new ILEC areas and make various textual changes and consists of tariff pages indicated by the check sheet(s) listed below:

Tariff FCC No. 3 – 2<sup>nd</sup> Revised Page 1 (Access)

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 \$910.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri in accordance with the fee program procedures.

Supporting material is not required with this filing. Petitions pertaining to this filing may be served in person or by facsimile to:

Contact: Patrick J. Chicas  
Address: 410 South Rampart, Suite 390  
Las Vegas, NV 89145  
Telephone: 702-553-3007  
Facsimile: 702-825-2582

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. Thank you for your assistance in this matter.

Sincerely,

/s/Carey Roesel

Carey Roesel  
Consultant to Wide Voice, LLC

cc: Patrick J. Chicas - Wide Voice  
file: Wide Voice - FCC Access  
tms: FCCa1505

CR/gS

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original		37	Original		72	Original	
1	2 <sup>nd</sup> Revised	*	38	Original		73	Original	
2	Original		39	Original		74	Original	
3	Original		40	1 <sup>st</sup> Revised	*	75	1 <sup>st</sup> Revised	*
4	Original		40.1	Original	*	76	1 <sup>st</sup> Revised	*
5	Original		41	Original		77	Original	
6	Original		42	Original		78	Original	
7	Original		43	Original		79	Original	
8	1 <sup>st</sup> Revised	*	44	1 <sup>st</sup> Revised	*	80	1 <sup>st</sup> Revised	
9	1 <sup>st</sup> Revised	*	45	Original		81	2 <sup>nd</sup> Revised	*
10	1 <sup>st</sup> Revised	*	46	Original		82	1 <sup>st</sup> Revised	
11	Original		47	Original		83	2 <sup>nd</sup> Revised	*
12	1 <sup>st</sup> Revised	*	48	Original		84	1 <sup>st</sup> Revised	
13	1 <sup>st</sup> Revised	*	49	Original		85	2 <sup>nd</sup> Revised	*
14	Original		50	Original		86	1 <sup>st</sup> Revised	
15	1 <sup>st</sup> Revised	*	51	Original		87	2 <sup>nd</sup> Revised	*
16	Original		52	Original		88	1 <sup>st</sup> Revised	
17	Original		53	Original		89	2 <sup>nd</sup> Revised	*
18	Original		54	Original		89.1	Original	*
19	1 <sup>st</sup> Revised	*	55	Original		89.2	Original	*
20	1 <sup>st</sup> Revised	*	56	Original		90	2 <sup>nd</sup> Revised	*
21	1 <sup>st</sup> Revised	*	57	Original		91	2 <sup>nd</sup> Revised	*
22	1 <sup>st</sup> Revised	*	58	1 <sup>st</sup> Revised	*	92	1 <sup>st</sup> Revised	
23	1 <sup>st</sup> Revised	*	59	1 <sup>st</sup> Revised	*	93	2 <sup>nd</sup> Revised	*
24	1 <sup>st</sup> Revised	*	60	1 <sup>st</sup> Revised	*	94	Original	
25	1 <sup>st</sup> Revised	*	61	1 <sup>st</sup> Revised	*	95	1 <sup>st</sup> Revised	
26	1 <sup>st</sup> Revised	*	62	1 <sup>st</sup> Revised	*	96	Original	
27	Original		63	1 <sup>st</sup> Revised	*	97	1 <sup>st</sup> Revised	
28	Original		64	1 <sup>st</sup> Revised	*	98	2 <sup>nd</sup> Revised	*
29	Original		65	1 <sup>st</sup> Revised	*	99	Original	
30	Original		66	1 <sup>st</sup> Revised	*	100	Original	
31	Original		67	1 <sup>st</sup> Revised	*	101	2 <sup>nd</sup> Revised	*
32	Original		68	1 <sup>st</sup> Revised	*	102	Original	
33	Original		69	Original		103	Original	
34	Original		70	1 <sup>st</sup> Revised	*	104	2 <sup>nd</sup> Revised	*
35	Original		71	1 <sup>st</sup> Revised	*	105	Original	
36	Original					105.1	Original	*

\* - Indicates pages included with this filing.

Transmittal # 5

Issued: July 16, 2015

Effective: July 31, 2015

Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

FCCa1505

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Calling Party Number (CPN)

The term "Calling Party Number" (CPN) denotes the SS7 out of band signaling parameter which automatically transmits the calling party's ten-digit telephone number to the customer's premises for calls originating in the LATA.

Carrier Identification Parameter (CIP)

The term "Carrier Identification Parameter" (CIP) denotes the SS7 out of band signaling parameter which transmits the Carrier Identification Code (CIC) of the presubscribed carrier or the Access Code (101XXXX) dialed by the calling party to the customer as part of the Initial Address Message (IAM).

Carrier or Telecommunications Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio; provided that where the defined term "Non-Carrier" is used in this tariff, the entity will not be considered a Telecommunications Carrier.

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Carrier Selection Parameter (CSP)

The term "Carrier Selection Parameter" (CSP) denotes the SS7 out of band signaling parameter which identifies whether the dialing end user accessed the customer's network through a presubscribed line or by dialing the customer's 101XXXX code.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office (CO)

The term "Central Office" or "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which Company End Users, or other customers under an ICB or contractual agreement, receive local exchange or other telecommunications service. Company End Users, or other customers under an ICB or contractual agreement, may be collocated with the Company at the End Office; or they may receive service at another location.

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(C)

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's telephone exchange service when dialed on a local basis.

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(D)

Channel(s)

A communications path between two or more points, regardless of the communications technology or protocol used to establish and/or maintain such path.

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(C)

Channelize

The term "Channelize" denotes the process of multiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels or vice versa.

Charge Number (CN)

The term "Charge Number" denotes the SS7 out of band signaling parameter which is equivalent to the 10-digit ANI telephone number.

CLEC (Competitive Local Exchange Carrier)

The term "CLEC" means a local exchange carrier that provides some or all of the interstate exchange access services used to send traffic to or from an end user as defined under this tariff, or another customer under an ICB or contractual agreement, and does not fall within the definition of "incumbent local exchange carrier" in 47 U.S.C. § 251(h).

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(C)

Commercial Mobile Radio Service (CMRS) Provider

The term "Commercial Mobile Radio Service (CMRS) provider" denotes a common carrier as defined by the Federal Communications Commission subject to the Rules set forth in Section 332 of the Communications Act.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Common Line

The term "Common Line" denotes a line, trunk or other equivalent facility provided by the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

(C)

Communications Systems

The term "Communications Systems" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

Used throughout this tariff to indicate Wide Voice, LLC.

Customer(s)

The term "customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which utilizes the services offered under this Tariff, including Interexchange Carriers (ICs), end users and interconnectors.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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800 Data Base Access Service

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

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8YY Service Provider

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The term "8YY Service Provider" denotes a telecommunications company, including Exchange and Interexchange Carriers, that offer 8YY Service to subscribers.

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End User

"End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Entrance Facility

The term "Entrance Facility" denotes the dedicated Switched Access transport facility from the customer's premises or point of demarcation to the Company serving wire center or tandem.

(T)

Entry Switch

See "First Point of Switching".

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service (EAS) area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given Local Access and Transport Area.

Exit Message (EXM)

The term "Exit Message" (EXM) denotes a SS7 message sent to an end office by the Company's access tandem or a customer-provided tandem switch to mark the carrier connect time when the Company's access tandem or a customer-provided tandem switch sends an Initial Address Message to the interexchange carrier.

Extended Area Service (EAS)

See definition of "Exchange".

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer's premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer's premises.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

(D)

(D)

Interexchange Carrier (IC) Or Interexchange Common Carrier

The term "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio between two or more exchanges.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Letter of Authorization (LOA)

The term "Letter of Authorization" (LOA) denotes the signed authorization form from a customer or agent designating who has authority to act on behalf of the customer for billing and service related issues.

Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Network Interface (NI)

The term "Network Interface (NI)" denotes the point of interconnection between Company communications facilities and terminal equipment, protective apparatus or other customer provided facilities.

Network-To-Network Interface (NNI)

The term "Network-To-Network Interface (NNI)" denotes a frame relay industry-standard interface between two frame relay networks, used to connect frame relay networks.

Non-Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation which has not been explicitly classified as a Telecommunications Carrier by the Federal Communications Commission.

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North American Numbering Plan (NANP)

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Channel.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Channel.

(T)

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an end user premises to a customer's premises.

Pay Telephone

The term "Pay Telephone" denotes an instrument provided by a Payphone Service Provider that is available to the general public for public convenience and necessity. Pay telephones utilize Basic and Smart Public Access Line Service provided under the general and/or local exchange service tariffs.

Payphone Service Provider (PSP)

The term "Payphone Service Provider (PSP)" denotes an entity that controls and incurs the costs of placement and maintenance of pay telephones.

Point Of Interconnection

The term "Point of Interconnection" denotes the Company-designated point of physical demarcation outside the Company's wire center where the interconnector provided and owned fiber optic facilities end and the Company's fiber optic facilities begin for Expanded Interconnection-Collocation Service.

Point Of Termination (POT)

The term "Point of Termination" denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.



## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Premises

The term "Premises" denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located aboveground or underground on private property or on customer acquired Right-of-Way. Except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

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(D)

Protocol

Set of rules for conducting interactions between two or more terminals, hosts or peripherals. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Query

The term "Query" denotes the inquiry to a Company database to obtain information, processing instructions or service data.

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Recipient Switch

The term "Recipient Switch" denotes any end office switch that serves ported NXX codes not originally assigned to the switch.

Regional Service Management System/Number Portability Administration Center

The term "Regional Service Management System/Number Portability Administration Center" denotes the third party administered number portability database which maintains information on all ported numbers in a specific geographic area, in this case, the Company's region.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Release Message

The term "Release Message" denotes a SS7 message sent in either direction to indicate the release of a specific circuit.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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(D)Responsible Organization

The term "Responsible Organization" denotes the entity responsible for the management and administration of 800 Data Base Access Service records in the Service Management System according to the Guidelines for 800 Data Base.

Service Control Point (SCP)

The term "Service Control Point" (SCP) denotes the node in the network where several independent data base applications receive and respond to SS7 queries.

Service Management System/800 (SMS/800)

Service Management System/800 (SMS/800) is the main operations support system of 800 Data Base Access Service. It is used to create and update subscriber 8YY records that are then downloaded to SCPs for handling subscribers' 8YY calls (see Service Control Points). The system is also used by RESP ORGs to reserve and assign 8YY numbers.

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(T)Service Switching Point (SSP)

The term "Service Switching Point" (SSP) denotes a signal point equipped with the ability to halt call process, formulate and send a SS7 query to a remote location and route the call based on information contained in the response.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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(D)Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., end offices and access tandems), data bases or operator service systems that are equipped with CCS.

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switching System

The term "Switching System" denotes the hardware and/or software utilized by the Company for the establishment and maintenance of a given central office.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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(D)Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes the transport between an access tandem and end offices that subtend the access tandem that utilizes tandem switching functions. Tandem-Switched Transport consists of circuits used in common by multiple customers from the tandem to an end office.

Telecommunications Number

The term "Telecommunications Number" denotes a unique NPA NXX-XXXX assigned to a subscriber of a Local Service Provider.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer's premises to an end user's premises.

Toll VoIP-PSTN Traffic

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Transaction Capabilities Application Part (TCAP)

The term "Transaction Capabilities Application Part" denotes the design of noncircuit related messages. TCAP protocol provides a means for reliable transfer of information from one application at a switch location to another application within another network entity.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering; e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path comprises physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

## Transmittal # 5

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

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V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges

- A. All bills are presumed accurate, and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.
- B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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

## 2.13 Cancellation by Customer

## 2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to provide for alternate routing of traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. (C)

## 2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
- (1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
  - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
  - (3) all recurring charges specified in the applicable service order for the balance of the then current term.



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

## 2.25 Application of Access Charges to Toll VoIP-PSTN Traffic

2.25.1 Pursuant to 47 CFR §51.913, all Toll VoIP-PSTN traffic will be assessed switched access charges at the same rates set forth in this tariff for the functionally equivalent traffic whether it be VoIP-VoIP, TDM-TDM, or any other traffic distinguished by its underlying technology and/or method of transmission, at rates set forth in Section 3 of this tariff. (C)

2.25.2 The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

## 2.26 Partial Tariff Invalidity

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. (N)

## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

- 3.1.1 Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of terminating, switching, transport facilities and common subscriber plant of the Company. Switched Access Service provides for 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. (T)
- 3.1.2 Switched Access Service provides access to the network or facilities of the Company for the purpose of originating or terminating calls. Switched Access Service is available to carriers, as defined in this tariff. Switched access service includes services and facilities provided for the origination or termination of any interstate or foreign calls regardless of the technology used in transmission, which may include, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet protocol ("IP") or other technology, or a combination of technologies. Switched Access Service includes, but is not limited to, the functional equivalent of the incumbent local exchange carrier interstate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination; tandem switched transport facility (per mile); tandem switching; common transport multiplexing; and common trunk port. Consistent with 47 C.F.R. § 61.26(a)(3)(ii), Switched Access Services includes the origination of calls from, or the termination of calls to, any retail end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VOIP service, or a non-interconnected VOIP service, that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used (N)
- 3.1.3 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places). (T)
- 3.1.4 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched 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. (T)
- 3.1.5 In those situations where a CMRS provider terminates interMTA traffic over the Company's network then the rates, terms and conditions of this tariff will apply. (T)

### 3.2 Provision and Description of Switched Access Service

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- (C)

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### 3.2 Provision and Description of Switched Access Service (Continued)

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### 3.2 Provision and Description of Switched Access Service (Continued)

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories

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

- Switched Transport (described in 3.3.1, following)
- End Office (described in 3.3.2, following) (T)
- Common Line (described in Sections 3.3.3, following)

In addition to the three rate categories, there are rate elements applicable to certain Switched Access services:

- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 3.3.4, following.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport

## A. General Description

The Switched Transport access service category includes tandem switching and common transport between the tandem switch and end office, or any functional equivalent of the incumbent local exchange carrier Switched Transport access service provided by the Company via analogous facilities.

(C)

Switched Transport may include the following rate elements: Tandem Switched Transport-Termination, Tandem Switched Transport-Facility, Access Tandem Switching, Common Transport Multiplexing ("CMUX"), and Tandem Trunk Port charges.

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## B. Switched Transport EF Rate Category

An EF provides the communication path between a customer's premises and the Company Tandem for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate (or any functional equivalent). An EF is provided even if the customer's premises and the Tandem are located in the same building.

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### 3.3 Rate Categories (Continued)

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Tandem Switched Transport (TST) provides the transmission facilities between an access tandem and end offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers from the access tandem to an end office. The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed. (C)

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport – Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions, including any functional equivalents of ILEC tandem switching. (C)  
(C)

## (3) Tandem Trunk Ports (T)

The Tandem Trunk Port rates provide for the termination of dedicated (Dedicated Tandem Trunk Port) or common trunks (Common Trunk Port) in ports on the Customer/IC side of the access tandem. (C)  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## (4) Common Transport Multiplexing

Common transport multiplexing equipment is utilized in the end office side of the access tandem when common transport is provided between the access tandem and the subtending end offices. This rate is assessed on a per-MOU basis.

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## 3.3.2 End Office

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The End Office access service category includes: (1) The switching of calls at the Company's End Office Switch and the delivery of such calls to or from the called party's premises; (2) The routing of calls to the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service or a non-interconnected VoIP service that does not itself seek to collect switched access charges, regardless of the specific functions provided or facilities or technology used; or (3) Any functional equivalent of the incumbent local exchange carrier End Office access service provided by the Company via analogous services.

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End Office access service, or its functional equivalent, includes the following rate elements: Local Switching--Originating, Local Switching—Terminating, Common Trunk Port, Interconnection Charge, Information Surcharge, and Dedicated Trunk Port charges. The End Office rate category is composed of the rate elements set forth below based on the functions.

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## A. Local Switching

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Local Switching provides the local end office switching functions associated with the various access switching arrangements.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.2 End Office (Continued)

B. Common Trunk Port (T)

The Common Trunk Port rate provides for the termination of common transport  
trunks in shared switch ports. (T)  
(T)

C. End Office Dedicated Trunk Port (T)

The End Office Dedicated Trunk Port rate provides for termination of a trunk to a  
dedicated trunk port in an end office. (D)  
(D)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.4 800 Data Base Access Service

800 Data Base (800 DB) Access Service is an originating service utilizing Trunkside Access which provides for the forwarding of end user dialed 8YYNXXXXXX calls to a customer based on the dialed 8YY number. The basic query includes the 8YY number identification and the appropriate area of service routing for an 800 number based on the geographic origination of the call. The 800 customer may choose to have a call delivered to a single carrier termination or multiple carrier terminations based on a specific LATA, NPA, NPA/NXX, or up to any combination of the same.

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(T)

The provision of 800 DB Access Service requires the customer's direct access to the Service Management System/800 (SMS/800), or as an alternative, the provision of such service by a Responsible Organization in accordance with the Guidelines for 800 Data Base.

When an 8YY call is originated by an end user, the Company will perform the customer identification function based on the dialed digits and the geographic origination of the call to determine the customer location to which the call is to be routed in accordance with SMS/800 information residing in the Service Control Point (SCP).

(T)

The customer has the option of having the dialed 8YY number (i.e., 8YY-NXX-XXXX) or the translated Plain Old Telephone Service (POTS) number (i.e., NPA-NXX-XXXX) delivered. If the translated POTS number is delivered, the customer must request the POTS Translation vertical feature through the Responsible Organization.

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The customer's 8YY voice or data traffic may be combined in the same trunk group arrangement with the customer's non-8YY Access Service voice or data traffic or provisioned on a separate trunk group, unless prohibited by technical limitations.

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(T)

800 DB Access Service originating usage, whether combined with non-8YY Access Service usage on trunk groups or provided using dedicated trunk groups, shall be measured in the same manner as specified for non-8YY Access Service usage over Trunkside Access.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.4 800 Data Base Access Service (Continued)

The Company must be notified twenty-four (24) hours prior to any media stimulation. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, to ensure the provisioning of acceptable service to all telecommunications users of the Company's network services.

**Vertical Features** In addition to the basic carrier identification function, 800 DB Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. Vertical features will be maintained within the SCP when technically feasible.

**Call Handling and Destination Features** allow service subscribers variable routing options by specifying a single carrier, multiple carriers (Exchange and/or Interexchange Carriers), single termination or multiple terminations. Multiple terminations for the variable routing options require the POTS Translation feature. The following variable routing options are available.

- Routing by Originating Telephone Number (NPA-NXX-XXXX)
- Time of Day
- Day of Week
- Specific Date
- Allocation by Percentage

A Call Handling and Destination Feature Query Charge is assessed to the service provider for each 8YY query to the SCP which utilizes one or more of the Call Handling and Destination Features. (T)

## 3.3.5 Toll Free Inter-Exchange Delivery Service (N)

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports toll free traffic originated by any third party, including CLECs, ILECs, CMRS providers, and VoIP providers. Switched Transport, End Office, and Query elements apply based on the functions provided. (N)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. **Monthly Rates** Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates may be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage assumption of 216,000 MOU per DS1-equivalent circuit. (I)
- 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, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. **Nonrecurring Charges** Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.1 Measurement and Billing of Access Minutes

- A. When recording originating calls over Switched Access Service 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 Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service 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 Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- B. When recording originating calls over Switched Access Service 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 Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service 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 Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- C. Mileage, where applicable, will be measured in accordance with standard industry practices.
- D. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB). (T)
- E. Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.1 Former BellSouth Areas, (Cont'd.)

(F)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0003800
(G)	Common Trunk Port, per minute of use Originating Terminating	\$0.0008000 \$0.0000000
(H)	Local Switching, per minute of use Originating Terminating	\$0.0020890 \$0.001775 (R)
(I)	Carrier Common Line Originating/terminating	\$0.0000000
(J)	Interconnection Charge Per minute of use	\$0.0000000
(K)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0042100 \$0.0000000



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.2 Former SBC Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000470
(H)	Common Trunk Port, per minute of use Originating	\$0.0009000
	Terminating	\$0.0000000
(I)	Local Switching, per minute of use Originating	\$0.0025630
	Terminating	\$0.002299 (R)
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query	\$0.0020020
	800 Query	
	Basic, per query	\$0.0025310
	POTS translation, per query	\$0.0000000

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.3 Former PacBell Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000980
(H)	Common Trunk Port, per minute of use Originating Terminating	\$0.0046960 \$0.0000000
(I)	Local Switching, per minute of use Originating Terminating	\$0.0026200 \$0.0023680 <b>(R)</b>
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0047770 \$0.0000000

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.4 Former SNET Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000820
(H)	Common Trunk Port, per minute of use Originating	\$0.0014000
	Terminating	\$0.0000000
(I)	Local Switching, per minute of use Originating	\$0.0031330
	Terminating	\$0.00186929 ( <b>R</b> )
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query	\$0.0020020
	800 Query	
	Basic, per query	\$0.0033930
	POTS translation, per query	\$0.0012000

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.5 Former Nevada Bell Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000180
(H)	Common Trunk Port, per minute of use Originating Terminating	\$0.0016630 \$0.0000000
(I)	Local Switching, per minute of use Originating Terminating	\$0.0013420 \$0.0015380 <b>(R)</b>
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0051770 \$0.0000000

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.6 Former Ameritech Areas

(A)	Dedicated Multiplexing Standard	\$515.00
	MSAs w/Phase II Pricing Flexibility	
	(Illinois)	\$943.80
	(Indiana & Wisconsin)	\$968.00
	(Michigan & Ohio)	\$961.95
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
	Originating	\$118.09
	Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port, per DS1	\$62.36
(D)	Tandem Switching, per minute of use	\$0.0011160
(E)	Tandem Switched Transport - Termination, per minute of use	\$0.0001030
(F)	Tandem Switched Transport – Facility, per minute of use per mile	\$0.0000140
(G)	Common Transport Multiplexing (DS3/DS1), per minute of use	\$0.0000170
(H)	Common Trunk Port, per minute of use	
	Originating	\$0.0003710
	Terminating	\$0.0000000
(I)	Local Switching, per minute of use	
	Originating	\$0.0031160
	Terminating	\$0.0018270 (R)

(N)

(N)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

3.8.6	Former Ameritech Areas, (Cont'd.)		(N)
(J)	Carrier Common Line, per minute of use	\$0.0000000	
(K)	Interconnection Charge, per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0023040	
	POTS translation, per query	\$0.0000000	(N)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest) Territory

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		\$200.00	\$252.37
(B)	Dedicated Trunk Port Per DS1		\$101.52 (R)
(C)	Dedicated Tandem Trunk Port Per DS1		\$144.00
(D)	Tandem Switching Per minute of use		\$0.0022520
(E)	Tandem Switched Transport - Termination Per minute of use		\$0.0002400
(F)	Tandem Switched Transport – Facility Per minute of use per mile		\$0.0000300

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest), (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000360
(H)	Common Trunk Port, per minute of use Originating Terminating	\$0.0007470 \$0.0003060 (R)
(I)	Local Switching, per minute of use Originating Terminating	\$0.0019740 \$0.0008070 (R)
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0040530 \$0.0020915

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.10 Other Access Service Rates and Charges – Verizon Territory, (Cont'd.)

## 3.10.1 Former Bell Atlantic Areas (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000000
(H)	Common Trunk Port, per minute of use Originating Terminating	\$0.0016880 \$0.0000000
(I)	Local Switching, per minute of use Originating Terminating (CT, MA, NY, RI) <sup>1</sup> Terminating (DC, DE, MD, NJ, PA, VA) <sup>1</sup>	\$0.0024060 \$0.001906 ( <b>R</b> ) \$0.001931 ( <b>R</b> )
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0043560 \$0.0019890

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

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Verizon Territory (Former GTE), (Cont'd.)

## 3.11.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u> <sup>1</sup>
CA	\$0.0019019	\$0.0017360 (R)
FL	\$0.0020995	\$0.0019180 (R)
TX	\$0.0024060	\$0.0019440 (R)

## 3.11.10 Carrier Common Line, per minute of use

Originating – All States	\$0.0000000
Terminating – All States	\$0.0000000

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

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.2 Dedicated Trunk Port, per DS1

	<u>Monthly</u>
FL	\$66.98 <b>(R)</b>
TX	\$65.82 <b>(R)</b>
OR, WA	\$70.34 <b>(R)</b>
MSAs w/Phase II Pricing Flexibility	
FL	\$114.52 <b>(R)</b>
NV	\$103.24 <b>(R)</b>

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.8 Common Trunk Port, per minute of use

FL	\$0.0002400 (R)
NV	\$0.0001540 (R)
TX	\$0.0002040 (R)
OR, WA	\$0.0001740 (R)

## 3.12.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u>
FL	\$0.0035680	\$0.0015400 (R)
NV	\$0.0041300	\$0.0017510 (R)
TX	\$0.0039830	\$0.0016300 (R)
OR, WA	\$0.0037700	\$0.0015330 (R)

## 3.12.10 Carrier Common Line, per minute of use

All	\$0.0000000
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.13	Other Access Service Rates and Charges - Fairpoint Territory			(N)
3.13.1	Dedicated Multiplexing			
		<u>NRC</u>	<u>Monthly</u>	
		\$1.00	\$775.00	
3.13.2	Dedicated Trunk Port, per DS1		\$223.20	
3.13.3	Dedicated Tandem Trunk Port, per DS1		\$300.00	
3.13.4	Tandem Switching, per minute of use		\$0.0016000	
3.13.5	Tandem Switched Transport - Termination, per minute of use		\$0.0000000	
3.13.6	Tandem Switched Transport – Facility, per minute of use per mile		\$0.0000030	
3.13.7	Common Transport Multiplexing (DS3/DS1), per minute of use		\$0.0000000	
3.13.8	Common Trunk Port, per minute of use			
	Originating		\$0.0015950	
	Terminating		\$0.0006950	
3.13.9	Local Switching, per minute of use			
	Originating		\$0.0022640	
	Terminating		\$0.0009860	
3.13.10	Carrier Common Line, per minute of use		\$0.0000000	
3.13.11	Interconnection Charge, per minute of use		\$0.0000000	
3.13.12	Database Charges			
	LNP Query - per query		\$0.0020020	
	800 Query			
	Basic, per query		\$0.0037020	
	POTS translation, per query		\$0.0009910	
				(N)

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# **Exhibit 4**

**Wide Voice, LLC Transmittal Letter No. 7 and Revised Tariff FCC No. 3  
(July 14, 2017)**



July 14, 2017

**Via ETFS Filing**

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

Wide Voice, LLC  
410 South Rampart Suite 390  
Las Vegas, NV 89145

FRN: 0018-2802-89  
TRANSMITTAL No. 7

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

The accompanying tariff material, issued by Wide Voice, LLC and bearing Tariff FCC No. 3, effective July 29, 2017, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This filing is made on fifteen (15) days' notice. The purpose of this filing is to comply with the FCC ICC Reform Order, FCC 11-161, issued November 18, 2011 to make the required access rate revisions and consists of tariff pages indicated by the check sheet(s) listed below:

Tariff FCC No. 3 – 4<sup>th</sup> Revised Page 1 (Access)

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.

Supporting material is not required with this filing. Petitions pertaining to this filing may be served in person or by facsimile to:

Contact: Patrick J. Chicas  
Address: 410 South Rampart, Suite 390  
Las Vegas, NV 89145  
Telephone: 702-553-3007  
Facsimile: 702-825-2582

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. Thank you for your assistance in this matter.

Sincerely,

/s/Carey Roesel

Carey Roesel  
Consultant to Wide Voice, LLC

cc: Patrick J. Chicas - Wide Voice  
file: Wide Voice - FCC Access  
tms: FCCa1707

CR/gs

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original		37	Original		72	1 <sup>st</sup> Revised	*
1	4 <sup>th</sup> Revised	*	38	Original		73	1 <sup>st</sup> Revised	*
2	1 <sup>st</sup> Revised	*	39	1 <sup>st</sup> Revised	*	74	1 <sup>st</sup> Revised	*
3	Original		40	1 <sup>st</sup> Revised		75	2 <sup>nd</sup> Revised	*
4	Original		40.1	Original		76	3 <sup>rd</sup> Revised	*
5	Original		41	Original		77	1 <sup>st</sup> Revised	*
6	1 <sup>st</sup> Revised	*	42	Original		78	1 <sup>st</sup> Revised	*
7	1 <sup>st</sup> Revised	*	43	Original		79	Original	
8	2 <sup>nd</sup> Revised	*	44	1 <sup>st</sup> Revised		80	2 <sup>nd</sup> Revised	*
9	2 <sup>nd</sup> Revised	*	45	Original		81	4 <sup>th</sup> Revised	*
10	2 <sup>nd</sup> Revised	*	46	Original		82	2 <sup>nd</sup> Revised	*
11	1 <sup>st</sup> Revised	*	47	Original		83	4 <sup>th</sup> Revised	*
12	2 <sup>nd</sup> Revised	*	48	Original		84	2 <sup>nd</sup> Revised	*
13	2 <sup>nd</sup> Revised	*	49	Original		85	4 <sup>th</sup> Revised	*
14	1 <sup>st</sup> Revised	*	50	Original		86	2 <sup>nd</sup> Revised	*
15	2 <sup>nd</sup> Revised	*	51	Original		87	4 <sup>th</sup> Revised	*
16	1 <sup>st</sup> Revised	*	52	Original		88	2 <sup>nd</sup> Revised	*
17	1 <sup>st</sup> Revised	*	53	Original		89	4 <sup>th</sup> Revised	*
18	1 <sup>st</sup> Revised	*	54	Original		89.1	2 <sup>nd</sup> Revised	*
19	2 <sup>nd</sup> Revised	*	55	Original		89.2	Original	
20	2 <sup>nd</sup> Revised	*	56	Original		90	4 <sup>th</sup> Revised	*
21	2 <sup>nd</sup> Revised	*	57	Original		91	4 <sup>th</sup> Revised	*
22	2 <sup>nd</sup> Revised	*	58	2 <sup>nd</sup> Revised	*	92	2 <sup>nd</sup> Revised	*
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised	*	93	4 <sup>th</sup> Revised	*
24	2 <sup>nd</sup> Revised	*	60	1 <sup>st</sup> Revised		94	1 <sup>st</sup> Revised	
25	2 <sup>nd</sup> Revised	*	61	1 <sup>st</sup> Revised		95	2 <sup>nd</sup> Revised	
26	2 <sup>nd</sup> Revised	*	62	1 <sup>st</sup> Revised		96	2 <sup>nd</sup> Revised	*
27	1 <sup>st</sup> Revised	*	63	2 <sup>nd</sup> Revised	*	97	2 <sup>nd</sup> Revised	
28	Original		64	2 <sup>nd</sup> Revised	*	98	4 <sup>th</sup> Revised	*
29	Original		65	1 <sup>st</sup> Revised		99	1 <sup>st</sup> Revised	
30	Original		66	2 <sup>nd</sup> Revised	*	100	Original	
31	Original		67	2 <sup>nd</sup> Revised	*	101	3 <sup>rd</sup> Revised	
32	Original		68	2 <sup>nd</sup> Revised	*	102	1 <sup>st</sup> Revised	*
33	Original		69	1 <sup>st</sup> Revised	*	103	1 <sup>st</sup> Revised	*
34	Original		70	2 <sup>nd</sup> Revised	*	104	4 <sup>th</sup> Revised	*
35	1 <sup>st</sup> Revised	*	71	2 <sup>nd</sup> Revised	*	105	Original	
36	Original					105.1	2 <sup>nd</sup> Revised	*

\* - Indicates pages included with this filing.

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## CHECK SHEET, (CONT'D)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
105.2	Original	*					
105.3	Original	*					
105.4	Original	*					
105.5	Original	*					
106	Original						
107	Original						
108	1 <sup>st</sup> Revised	*					
109	1 <sup>st</sup> Revised	*					
110	Original						
111	Original						
112	Original						
113	Original						

\* - Indicates pages included with this filing.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Usage is measured as set forth in Section 3.6.1.

(T)

(T)

(D)

|

|

(D)

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating traffic between an End Office and the Customer's Point of Termination.

(T)

(T)

(D)

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(D)

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

(D)

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|  
|

(D)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's Point of Termination as an indication that the called party has answered or disconnected.

(T)

Automatic Number Identification (ANI)

The term "Automatic Number Identification" (ANI) denotes the automatic transmission of information digits and a seven or ten digit number to the customer's premises for calls originating in the LATA, to identify the calling station.

(D)

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(D)

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility.

(T)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

(D)

(D)

Central Office (CO)

The term "Central Office" or "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users, or other customers under an ICB or contractual agreement, receive local exchange or other telecommunications service. End Users, or other customers under an ICB or contractual agreement, may be collocated with the Company at the End Office; or they may receive service at another location.

(T)

(T)

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's telephone exchange service when dialed on a local basis.

Channel(s)

A communications path between two or more points, regardless of the communications technology or protocol used to establish and/or maintain such path.

(D)

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(D)

CLEC (Competitive Local Exchange Carrier)

The term "CLEC" means a local exchange carrier that provides some or all of the interstate exchange access services used to send traffic to or from an End User or Customer as defined under this tariff, or another customer under an ICB or contractual agreement, and does not fall within the definition of "incumbent local exchange carrier" in 47 U.S.C. § 251(h).

(T)

Commercial Mobile Radio Service (CMRS) Provider

The term "Commercial Mobile Radio Service (CMRS) provider" denotes a common carrier as defined by the Federal Communications Commission subject to the Rules set forth in Section 332 of the Communications Act.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Common Line

The term "Common Line" denotes a line, trunk or other equivalent facility provided by the Company, terminated on a Central Office Switch. A common line associated with a residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs and/or ICB and/or contractual agreement. A common line associated with a business is a line provided under the business regulations of the general and/or local exchange service tariffs and/or ICB and/or contractual agreement.

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(T)Communications Systems

The term "Communications Systems" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

Used throughout this tariff to indicate Wide Voice, LLC.

Customer(s)

Unless otherwise specified herein, the term "customer(s)" or "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which utilizes the services offered under this Tariff, including Interexchange Carriers (ICs), End Users and interconnectors.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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410 South Rampart, Suite 390  
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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

800 Data Base Access Service

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

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(D)End User

"End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

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(T)End User Premises

A location designated by the End User for the purposes of connecting to the Company's services. In some circumstances, the End User Premises may be located in Company's Central Office.

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410 South Rampart, Suite 390  
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FCCa1707



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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

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FCCa1707

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Interexchange Carrier (IC) Or Interexchange Common Carrier

The term "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio between two or more exchanges.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Transmittal # 7

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FCCa1707

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Message

The term "Message" denotes a "call" as defined preceding.

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Transmittal # 7

Issued: July 14, 2017

Patrick Chicas, President  
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Effective: July 29, 2017

FCCa1707

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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The term "Off-hook" denotes the active condition of Switched Access or a Channel.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Channel.

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Point Of Termination (POT)

The term "Point of Termination" denotes a point at or near a Customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

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## Transmittal # 7

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Effective: July 29, 2017

FCCa1707

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The term "Release Message" denotes a SS7 message sent in either direction to indicate the release of a specific circuit.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., End Offices and Access Tandems), data bases or operator service systems that are equipped with CCS.

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(T)Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

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(D)Switch

The terms "switch," "switching" or "switched" refer to any technical means by which a call is directed from an input source onwards towards a destination or output location by performing, for example, call set-up, supervision, and management functions or their functional equivalents. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A call is "switched" when any of the above functions, or functional equivalents, is performed.

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410 South Rampart, Suite 390  
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FCCa1707

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Toll VoIP-PSTN Traffic

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering; e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path comprises physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

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Las Vegas, NV 89145

FCCa1707

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more Central Offices, used for the provision of Telephone Exchange Services, are located.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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VZ\_0000119

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SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of Wide Voice, LLC

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The facilities, technologies and equipment comprising the services offered in this tariff are chosen at the sole discretion of the Company. The Customer shall be responsible for all charges due for such service arrangements. (C)

## 2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions. (C)

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

## 2.9 Obligations of the Customer (Continued)

## 2.9.1 (continued)

- (e) 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 under Section 2.9 1(c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer 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;
- (f) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- (h) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- (i) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E. Customer billing for dedicated services will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.
- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H. Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months. (C)



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

## 2.25 Toll VoIP-PSTN Traffic

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2.25.1 Pursuant to 47 CFR §51.913, all Toll VoIP-PSTN traffic will be assessed switched access charges at the same rates set forth in this tariff for the functionally equivalent traffic whether it be VoIP-VoIP, TDM-TDM, or any other traffic distinguished by its underlying technology and/or method of transmission, at rates set forth in Section 3 of this tariff.

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## 2.26 Partial Tariff Invalidity

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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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

- 3.1.1 Switched Access Service provides access to the network or facilities of the Company for the purpose of originating or terminating calls, which includes, but is not limited to, originating or terminating an End User's or Customer's calls, or serving as an intermediate carrier for a Customer in the routing of calls, including but not limited to, originating or terminating calls. Switched Access Service is available to carriers. Switched access service includes services and facilities provided for the origination or termination of any interstate or foreign calls, or provided to assist, as an intermediate carrier, in the routing of such calls, regardless of the technology used in transmission, which may include, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet protocol ("IP") or other technology, or a combination of technologies. Switched Access Service includes, but is not limited to, the functional equivalent of the incumbent local exchange carrier interstate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination; tandem switched transport facility (per mile); tandem switching; common transport multiplexing; common trunk port; dedicated trunk port; and dedicated tandem trunk port. Consistent with 47 C.F.R. § 61.26(a)(3)(ii), Switched Access Services includes, but is not limited to, the origination of calls from, or the termination of calls to, any End User Premises or Customer premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VOIP service, or a non-interconnected VOIP service, that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

For avoidance of any doubt, consistent with 47 C.F.R. § 61.26(a)(1) and (f), the Company provides under this Tariff some (i.e., a portion) or all of the interstate exchange access services used to send traffic to or from an End User, a Customer, or a Customer's end user (in which a "Customer's end user" is not an End User under this tariff).

- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer via Company-provided switched 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.
- 3.1.4 In those situations where a CMRS provider terminates interMTA traffic over the Company's network then the rates, terms and conditions of this tariff will apply.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

FCCa1707

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories

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

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- Switched Transport (described in 3.3.1, following)
- End Office (described in 3.3.2, following)

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In addition to the two rate categories, there are rate elements applicable to certain Switched Access services:

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- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 3.3.4, following.

Company may bill on a composite basis whereby multiple functions/elements are combined into a single billed rate per access minute. In such cases the total rate per minute will not exceed the sum of the applicable elements per minute.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport

## A. General Description

The Switched Transport access service category includes tandem switching and common transport between the tandem switch and end office, or any functional equivalent of the incumbent local exchange carrier Switched Transport access service provided by the Company via analogous facilities.

Switched Transport may include the following rate elements: Tandem Switched Transport-Termination, Tandem Switched Transport-Facility, Access Tandem Switching, Common Transport Multiplexing ("CMUX"), and Dedicated Tandem Trunk Port charges.

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## B. [Reserved for Future Use]

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Customers may connect with the Company's Access Tandem on a direct basis (i.e., by choosing to purchase Access Tandem ports dedicated to the sole use of that Customer) or on an indirect basis (i.e., by choosing not to purchase Access Tandem ports dedicated to the sole use of that Customer). (N)

Tandem Switched Transport (TST) provides the common, or shared, transmission facilities between a third party Access Tandem, for example, and a Company Access Tandem (on indirect basis tandem connections only) and between a Company Access Tandem and End Offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers. (C)

The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed.

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport - Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is provided for trunkside services. (C)

## (3) Dedicated Tandem Trunk Port

A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the Customer side of the Access Tandem when the Customer utilizes tandem routing. The DTTP rate is assessed monthly per trunk. Indirect basis Access Tandem ports will always be billed the DTTP on a per minute equivalent basis pursuant to Section 3.6.A herein. (C)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## (4) Common Transport Multiplexing

Common transport multiplexing equipment is utilized on the End Office side of the Access Tandem when common transport is provided between the Access Tandem and the subtending End Offices. Common transport multiplexing may also apply on the Customer side of the Access Tandem on indirect basis tandem connections. This rate is assessed on a per-MOU basis.

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## 3.3.2 End Office

The End Office access service category includes: (1) The switching of calls at the Company's End Office Switch and the delivery of such calls to or from the called party's premises; (2) The routing of calls to the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service or a non-interconnected VoIP service that does not itself seek to collect switched access charges, regardless of the specific functions provided or facilities or technology used; or (3) Any functional equivalent of the incumbent local exchange carrier End Office access service provided by the Company via analogous services.

End Office access service, or its functional equivalent, includes the following rate elements: Local Switching--Originating, Local Switching—Terminating, Common Trunk Port, Interconnection Charge, Information Surcharge, and Dedicated Trunk Port charges. The End Office rate category is composed of the rate elements set forth below based on the functions.

## A. Local Switching

Local Switching provides the local End Office switching functions associated with the various access switching arrangements. The Local Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing End Office switching.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.2 End Office (Continued)

## B. Common Trunk Port

The Common Trunk Port rate provides for the termination of common transport trunks in shared End Office ports. The Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an End Office.

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## C. End Office Dedicated Trunk Port

The End Office Dedicated Trunk Port rate provides for termination of a trunk to a dedicated trunk port in an End Office.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.3 [Reserved for Future Use]

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.4 800 Data Base Access Service

800 Data Base (800 DB) Access Service is an originating service utilizing Trunkside Access which provides for the forwarding of End User dialed 8YYNXXXXXX calls to a customer based on the dialed 8YY number. The basic query includes the 8YY number identification and the appropriate area of service routing for an 800 number based on the geographic origination of the call. The 800 customer may choose to have a call delivered to a single carrier termination or multiple carrier terminations based on a specific LATA, NPA, NPA/NXX, or up to any combination of the same. (T)

The provision of 800 DB Access Service requires the customer's direct access to the Service Management System/800 (SMS/800), or as an alternative, the provision of such service by a Responsible Organization in accordance with the Guidelines for 800 Data Base.

When an 8YY call is originated by an End User, the Company will perform the customer identification function based on the dialed digits and the geographic origination of the call to determine the customer location to which the call is to be routed in accordance with SMS/800 information residing in the Service Control Point (SCP). (T)

The customer has the option of having the dialed 8YY number (i.e., 8YY-NXX-XXXX) or the translated Plain Old Telephone Service (POTS) number (i.e., NPA-NXX-XXXX) delivered. If the translated POTS number is delivered, the customer must request the POTS Translation vertical feature through the Responsible Organization.

The customer's 8YY voice or data traffic may be combined in the same trunk group arrangement with the customer's non-8YY Access Service voice or data traffic or provisioned on a separate trunk group, unless prohibited by technical limitations.

800 DB Access Service originating usage, whether combined with non-8YY Access Service usage on trunk groups or provided using dedicated trunk groups, shall be measured in the same manner as specified for non-8YY Access Service usage over Trunkside Access.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.4 800 Data Base Access Service (Continued)

The Company must be notified twenty-four (24) hours prior to any media stimulation. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, to ensure the provisioning of acceptable service to all telecommunications users of the Company's network services.

**Vertical Features** In addition to the basic carrier identification function, 800 DB Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. Vertical features will be maintained within the SCP when technically feasible.

**Call Handling and Destination Features** allow service subscribers variable routing options by specifying a single carrier, multiple carriers (Exchange and/or Interexchange Carriers), single termination or multiple terminations. Multiple terminations for the variable routing options require the POTS Translation feature. The following variable routing options are available.

- Routing by Originating Telephone Number (NPA-NXX-XXXX)
- Time of Day
- Day of Week
- Specific Date
- Allocation by Percentage

A Call Handling and Destination Feature Query Charge is assessed to the service provider for each 8YY query to the SCP which utilizes one or more of the Call Handling and Destination Features.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.4 Access Ordering

## 3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. 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.
- C. 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:
  - (1) Customer name and premises address(es); (T)
  - (2) Billing name and address (when different from Customer name and address); and
  - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

## 3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and 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:
  - (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. (T)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.4 Access Ordering (Continued)

## 3.4.2 Access Service Date Intervals (continued)

## B. (continued)

(2) For service provided under a Negotiated 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, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b) There is no existing facility connecting the Customer premises with the Company; or
- c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- d) The Company determines that Access Service cannot be installed within the Standard Interval.

(T)

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

## 3.4.3 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.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.5 Special Construction or Special Service Arrangements

- 3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 5 of this tariff.

(T)

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. Monthly Rates - Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates may be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage assumption of 216,000 MOU per DS1-equivalent circuit. (T)
- 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, a per-call or per-query basis. Usage rates are accumulated over a monthly period. (T)
- C. Nonrecurring Charges - Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements. (T)

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.1 Measurement and Billing of Access Minutes

- |   |   |
|---|---|
|   | (D)   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   | (D)   |
| A. When measuring originating access minutes over Switched Access Service with SS7 signaling, or its functional equivalent, 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 Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, or its functional equivalent, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the called party or from a Customer's facilities, whichever is applicable and recognized first by the Company. 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 Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first. | (C)<br>(C)<br><br><br><br><br><br><br>(C)<br>(C)<br>(C) |
| B. Mileage, where applicable, will be measured in accordance with standard industry practices.  | (T)   |
| C. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).   | (C)<br> <br> <br> <br>(C)                               |
| D. Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.   | (T)   |

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.2 Moves

- A. A move of services involves a change in the physical location of one of the following:

- (1) The Point of Termination at the Customer's premises, or (T)
- (2) The Customer's Premises

- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

- (1) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

- (2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. (T)
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

- 3.6.4 The terminating Tandem-Switched Transport rate schedules are bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates<sup>1</sup> apply to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.<sup>2</sup> (N)

<sup>1</sup> Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g). (N)

<sup>2</sup> Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g). (N)

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory

## 3.8.1 Former BellSouth Areas

(A)	Dedicated Trunk Port, per DS1 <sup>1</sup>		
	Originating	\$146.93	
	Terminating	\$0.00	
(B)	Dedicated Tandem Trunk Port Per DS1	\$147.75	
(C)	Tandem Switching, per minute of use		(C)
	Originating	\$0.0011450	
	Terminating - Standard	\$0.0011450	
	Terminating - Affil PCL	\$0.0007000 (R)	
(D)	Tandem Switched Transport - Termination, per minute of use		
	Originating	\$0.0001680	
	Terminating - Standard	\$0.0001680	
	Terminating - Affil PCL	\$0.0000000 (R)	
(E)	Tandem Switched Transport – Facility, per minute of use per mile		
	Originating	\$0.0000200	
	Terminating - Standard	\$0.0000200	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.1 Former BellSouth Areas, (Cont'd.)

(F)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0003800	
	Terminating - Standard	\$0.0003800	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(G)	Common Trunk Port, per minute of use		
	Originating	\$0.0008000	
	Terminating	\$0.0000000	
(H)	Local Switching, per minute of use		
	Originating	\$0.0020890	
	Terminating	\$0.0000000 (R)	
(I)	Carrier Common Line		
	Originating/terminating	\$0.0000000	
(J)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(K)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0042100	
	POTS translation, per query	\$0.0000000	

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.2 Former SBC Areas

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>	
	Standard	\$202.00	\$556.00	
	MSAs w/Phase II Pricing Flexibility	\$113.63	\$907.50	
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>			
	Originating		\$455.04	
	Terminating		\$0.00	
(C)	Dedicated Tandem Trunk Port			
	Per DS1		\$32.16	
(D)	Tandem Switching, per minute of use			
	Originating	\$0.0002880		(C)
	Terminating - Standard	\$0.0002880		
	Terminating - Affil PCL	\$0.0007000 (R)		
(E)	Tandem Switched Transport - Termination, per minute of use			
	Originating	\$0.0000530		
	Terminating - Standard	\$0.0000530		
	Terminating - Affil PCL	\$0.0000000 (R)		
(F)	Tandem Switched Transport – Facility, per minute of use per mile			
	Originating	\$0.0000030		
	Terminating - Standard	\$0.0000030		
	Terminating - Affil PCL	\$0.0000000 (R)		(C)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.2 Former SBC Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000470	
	Terminating - Standard	\$0.0000470	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0009000	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0025630	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0025310	
	POTS translation, per query	\$0.0000000	

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.3 Former PacBell Areas

(A)	Dedicated Multiplexing		
	Standard	<u>Monthly</u>	
	MSAs w/Phase II Pricing Flexibility	\$283.04	
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>		
	Originating	\$265.92	
	Terminating	\$0.00	
(C)	Dedicated Tandem Trunk Port		
	Per DS1	\$88.80	
(D)	Tandem Switching, per minute of use		
	Originating	\$0.0010420	(C)
	Terminating - Standard	\$0.0010420	
	Terminating - Affil PCL	\$0.0007000 (R)	
(E)	Tandem Switched Transport - Termination, per minute of use		
	Originating	\$0.0001300	
	Terminating - Standard	\$0.0001300	
	Terminating - Affil PCL	\$0.0000000 (R)	
(F)	Tandem Switched Transport – Facility, per minute of use per mile		
	Originating	\$0.0000250	
	Terminating - Standard	\$0.0000250	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.3 Former PacBell Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000980	
	Terminating - Standard	\$0.0000980	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0046960	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0026200	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0047770	
	POTS translation, per query	\$0.0000000	

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.4 Former SNET Areas

(A)	Dedicated Multiplexing		
		<u>Monthly</u>	
		Standard	\$550.50
	MSAs w/Phase II Pricing Flexibility		\$786.50
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>		
		Originating	\$140.00
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$56.00
(D)	Tandem Switching, per minute of use		
		Originating	\$0.0006340
		Terminating - Standard	\$0.0006340
		Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use		
		Originating	\$0.0000630
		Terminating - Standard	\$0.0000630
		Terminating - Affil PCL	\$0.0000000 (R)
(F)	Tandem Switched Transport – Facility, per minute of use per mile		
		Originating	\$0.0000030
		Terminating - Standard	\$0.0000030
		Terminating - Affil PCL	\$0.0000000 (R)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.4 Former SNET Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000820	
	Terminating - Standard	\$0.0000820	
	Terminating - Affil PCL	\$0.0000000 (R)	
			(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0014000	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0031330	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0033930	
	POTS translation, per query	\$0.0012000	

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.5 Former Nevada Bell Areas

(A)	Dedicated Multiplexing		
		Standard	<u>Monthly</u> \$131.25
		MSAs w/Phase II Pricing Flexibility	\$574.75
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	Originating	\$330.24
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$28.80
(D)	Tandem Switching, per minute of use	Originating	\$0.0010620
		Terminating - Standard	\$0.0010620
		Terminating - Affil PCL	\$0.0007000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	Originating	\$0.0001200
		Terminating - Standard	\$0.0001200
		Terminating - Affil PCL	\$0.0000000 (R)
(F)	Tandem Switched Transport – Facility, per minute of use per mile	Originating	\$0.0000080
		Terminating - Standard	\$0.0000080
		Terminating - Affil PCL	\$0.0000000 (R)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.5 Former Nevada Bell Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000180	
	Terminating - Standard	\$0.0000180	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0016630	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0013420	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0051770	
	POTS translation, per query	\$0.0000000	

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.6 Former Ameritech Areas

(A)	Dedicated Multiplexing Standard	\$515.00	
	MSAs w/Phase II Pricing Flexibility (Illinois)	\$943.80	
	(Indiana & Wisconsin)	\$968.00	
	(Michigan & Ohio)	\$961.95	
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup> Originating	\$118.09	
	Terminating	\$0.00	
(C)	Dedicated Tandem Trunk Port, per DS1	\$62.36	
(D)	Tandem Switching, per minute of use Originating	\$0.0011160	(C)
	Terminating - Standard	\$0.0011160	
	Terminating - Affil PCL	\$0.0007000 (R)	
(E)	Tandem Switched Transport - Termination, per minute of use Originating	\$0.0001030	
	Terminating - Standard	\$0.0001030	
	Terminating - Affil PCL	\$0.0000000 (R)	
(F)	Tandem Switched Transport – Facility, per minute of use per mile Originating	\$0.0000140	
	Terminating - Standard	\$0.0000140	
	Terminating - Affil PCL	\$0.0000000 (R)	
(G)	Common Transport Multiplexing (DS3/DS1), per minute of use Originating	\$0.0000170	
	Terminating - Standard	\$0.0000170	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use Originating	\$0.0003710	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use Originating	\$0.0031160	
	Terminating	\$0.0000000 (R)	

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest) Territory

## (A) Dedicated Multiplexing

<u>NRC</u>	<u>Monthly</u>
\$200.00	\$252.37

(B) Dedicated Trunk Port  
Per DS1

\$72.00

(C) Dedicated Tandem Trunk Port  
Per DS1

\$144.00

(D) Tandem Switching, per minute of use  
Originating  
Terminating - Standard  
Terminating - Affil PCL

\$0.0022520
\$0.0022520
\$0.0007000 (R)

(C)

(E) Tandem Switched Transport - Termination, per minute of use  
Originating  
Terminating - Standard  
Terminating - Affil PCL

\$0.0002400
\$0.0002400
\$0.0000000 (R)

(F) Tandem Switched Transport – Facility, per minute of use per mile  
Originating  
Terminating - Standard  
Terminating - Affil PCL

\$0.0000300
\$0.0000300
\$0.0000000 (R)

(C)

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest), (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000360	
	Terminating - Standard	\$0.0000360	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0007470	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0019740	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0040530	
	POTS translation, per query	\$0.0020915	

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.10 Other Access Service Rates and Charges – Verizon Territory

## 3.10.1 Former Bell Atlantic Areas

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>	
		\$1.00	\$900.00	
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup> Originating Terminating		\$270.00	
			\$0.00	
(C)	Dedicated Tandem Trunk Port Per DS1		\$300.00	
(D)	Tandem Switching, per minute of use Originating Terminating - Standard Terminating - Affil PCL			(C)
		\$0.0015740		
		\$0.0015740		
		\$0.0007000 (R)		(C)
(E)	Tandem Switched Transport - Termination Per minute of use		\$0.0000000	
(F)	Tandem Switched Transport – Facility, per minute of use per mile Originating Terminating - Standard Terminating - Affil PCL			(C)
		\$0.0000020		
		\$0.0000020		
		\$0.0000000 (R)		(C)

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.10 Other Access Service Rates and Charges – Verizon Territory, (Cont'd.)

## 3.10.1 Former Bell Atlantic Areas (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000000
(H)	Common Trunk Port, per minute of use Originating Terminating	\$0.0016880 \$0.0000000
(I)	Local Switching, per minute of use Originating Terminating (CT, MA, NY, RI) <sup>1</sup> Terminating (DC, DE, MD, NJ, PA, VA) <sup>1</sup>	\$0.0024060 \$0.0000000 ( <b>R</b> ) \$0.0000000 ( <b>R</b> )
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0043560 \$0.0019890

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



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
All States	\$300.00

## 3.11.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>	(C)
CA	\$0.0015740	\$0.0015740	\$0.00069615 (R)	
FL	\$0.0015740	\$0.0015740	\$0.00069400 (R)	
TX	\$0.0015740	\$0.0015740	\$0.00068300 (R)	
				(C)

Transmittal # 7

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u> <sup>1</sup>
CA	\$0.0019019	\$0.0000000 (R)
FL	\$0.0020995	\$0.0000000 (R)
TX	\$0.0024060	\$0.0000000 (R)

## 3.11.10 Carrier Common Line, per minute of use

Originating – All States	\$0.0000000
Terminating – All States	\$0.0000000

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

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
FL	\$93.58
TX	\$93.40
OR, WA	\$100.00
MSAs w/Phase II Pricing Flexibility	
FL	\$160.00
NV	\$145.00

## 3.12.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>	(C)
FL	\$0.0013380	\$0.0013380	\$0.0007000 (R)	
NV	\$0.0021060	\$0.0021060	\$0.0007000 (R)	
TX	\$0.0003620	\$0.0003620	\$0.0003620	
OR, WA	\$0.0001600	\$0.0001600	\$0.0001600	(C)

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>	(C)
3.12.5 Tandem Switched Transport - Termination, per minute of use				
FL	\$0.0004380	\$0.0004380	\$0.0000000 (R)	
NV	\$0.0003330	\$0.0003330	\$0.0000000 (R)	
TX	\$0.0002350	\$0.0002350	\$0.0001060 (R)	
OR, WA	\$0.0002550	\$0.0002550	\$0.0001100 (R)	
3.12.6 Tandem Switched Transport – Facility, per minute of use per mile				
FL	\$0.0000550	\$0.0000550	\$0.0000000 (R)	
NV	\$0.0000170	\$0.0000170	\$0.0000000 (R)	
TX	\$0.0000210	\$0.0000210	\$0.0000000 (R)	
OR & WA	\$0.0000350	\$0.0000350	\$0.0000000 (R)	
3.12.7 Common Transport Multiplexing (DS3/DS1), per termination				
FL	\$0.0003600	\$0.0003600	\$0.0000000 (R)	
NV	\$0.0000960	\$0.0000960	\$0.0000000 (R)	
TX	\$0.0002350	\$0.0002350	\$0.0000000 (R)	
OR & WA	\$0.0002400	\$0.0002400	\$0.0000000 (R)	(C)

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.8 Common Trunk Port, per minute of use

	<u>Originating</u>	<u>Terminating</u>
FL	\$0.0005570	\$0.0000000
NV	\$0.0003630	\$0.0000000
TX	\$0.0004980	\$0.0000000
OR, WA	\$0.0004280	\$0.0000000

## 3.12.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u>
FL	\$0.0035680	\$0.0000000 (R)
NV	\$0.0041300	\$0.0000000 (R)
TX	\$0.0039830	\$0.0000000 (R)
OR, WA	\$0.0037700	\$0.0000000 (R)

## 3.12.10 Carrier Common Line, per minute of use

All	\$0.0000000
-----	-------------

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.13 Other Access Service Rates and Charges - Fairpoint Territory

## 3.13.1 Dedicated Multiplexing

<u>NRC</u>	<u>Monthly</u>
\$1.00	\$775.00

## 3.13.2 Dedicated Trunk Port, per DS1

\$163.92

## 3.13.3 Dedicated Tandem Trunk Port, per DS1

\$300.00

## 3.13.4 Tandem Switching, per minute of use

Originating

\$0.0016000

(C)

Terminating - Standard

\$0.0016000

|

Terminating - Affil PCL

\$0.0007000 (R)

(C)

## 3.13.5 Tandem Switched Transport - Termination, per minute of use

\$0.0000000

## 3.13.6 Tandem Switched Transport – Facility, per minute of use per mile

Originating

\$0.0000030

(C)

Terminating - Standard

\$0.0000030

|

Terminating - Affil PCL

\$0.0000000 (R)

(C)

## 3.13.7 Common Transport Multiplexing (DS3/DS1), per minute of use

\$0.0000000

## 3.13.8 Common Trunk Port, per minute of use

Originating

\$0.0015950

Terminating

\$0.0000000

## 3.13.9 Local Switching, per minute of use

Originating

\$0.0022640

Terminating

\$0.0000000 (R)

## 3.13.10 Carrier Common Line, per minute of use

\$0.0000000

## 3.13.11 Interconnection Charge, per minute of use

\$0.0000000

## 3.13.12 Database Charges

LNP Query - per query

\$0.0020020

800 Query

Basic, per query

\$0.0037020

POTS translation, per query

\$0.0009910

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.14	Other Access Service Rates and Charges – Cincinnati Bell Territory		(N)
3.14.1	Dedicated Multiplexing		
		<u>Monthly</u> \$678.02	
3.14.2	Dedicated Trunk Port, per DS1	\$78.00	
3.14.3	Dedicated Tandem Trunk Port, per DS1	\$147.84	
3.14.4	Tandem Switching, per minute of use		
	Originating	\$0.0020010	
	Terminating - Standard	\$0.0020010	
	Terminating - Affil PCL	\$0.0007000	
3.14.5	Tandem Switched Transport - Termination, per minute of use		
	Originating	\$0.0006000	
	Terminating - Standard	\$0.0006000	
	Terminating - Affil PCL	\$0.0000000	
3.14.6	Tandem Switched Transport – Facility, per minute of use per mile		
	Originating	\$0.0001170	
	Terminating - Standard	\$0.0001170	
	Terminating - Affil PCL	\$0.0000000	
3.14.7	Common Transport Multiplexing (DS3/DS1), per minute of use		
	Originating	\$0.0002400	
	Terminating - Standard	\$0.0002400	
	Terminating - Affil PCL	\$0.0000000	
3.14.8	Common Trunk Port, per minute of use		
	Originating	\$0.0009680	
	Terminating	\$0.0000000	
3.14.9	Local Switching, per minute of use		
	Originating	\$0.0038625	
	Terminating	\$0.0000000	(N)

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.14	Other Access Service Rates and Charges – Cincinnati Bell Territory, (Cont'd.)		(N)
3.14.10	Carrier Common Line, per minute of use	\$0.0000000	
3.14.11	Interconnection Charge, per minute of use	\$0.0000000	
3.14.12	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0023910	
	POTS translation, per query	\$0.0002000	(N)

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.15 Other Access Service Rates and Charges - Frontier (former Verizon) Territory

(N)

## 3.15.1 Dedicated Multiplexing

Standard	<u>NRC</u>	<u>Monthly</u>
OH	\$450.00	\$300.40
WA	\$450.00	\$543.80
MSAs w/Phase II Pricing Flexibility	<u>NRC</u>	<u>Monthly</u>
OH	\$450.00	\$360.50
WA	\$450.00	\$535.70

3.15.2 Dedicated Trunk Port, per DS1<sup>1</sup>

	<u>Monthly</u>
OH	\$288.00
WA	\$300.00

## 3.15.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
OH	\$177.60
WA	\$216.00

## 3.15.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
OH	\$0.0024000	\$0.0024000	\$0.00065400
WA	\$0.0036642	\$0.0036642	\$0.00068740

(N)

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

(N)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.15	Other Access Service Rates and Charges - Frontier (former Verizon) Territory, (Cont'd.)			(N)
3.15.5	Tandem Switched Transport - Termination, per minute of use			
	All States		\$0.0000000	
3.15.6	Tandem Switched Transport – Facility, per minute of use per mile			
	All States		\$0.0000020	
3.15.7	Common Transport Multiplexing (DS3/DS1), per minute of use			
	All States		\$0.0000000	
3.15.8	Common Trunk Port, per minute of use			
	OH		\$0.0015479	
	WA		\$0.0003861	
3.15.9	Local Switching, per minute of use			
		<u>Originating</u>	<u>Terminating</u>	
	OH	\$0.0022077	\$0.0000000	
	WA	\$0.0018654	\$0.0000000	
3.15.10	Carrier Common Line, per minute of use			
	Originating – All States		\$0.0000000	
	Terminating – All States		\$0.0000000	
3.15.11	Interconnection Charge, per minute of use			
			<u>Monthly</u>	
	All States		\$0.0000000	
3.15.12	Database Charges			
			<u>Monthly</u>	
	LNP Query - per query (All States)		\$0.0020020	
	800 Query – OH			
	Basic, per query		\$0.0085684	
	800 Query – WA			
	Basic, per query		\$0.0099138	(N)

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## SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 4.3 Billing Name and Address

## 4.3.1 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.

## 4.3.2 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. (T)
- 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 nonmarketing purposes.

## SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 4.3 Billing Name and Address (Continued)

## 4.3.2 (Continued)

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. (T)

## 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.

# **Exhibit 5**

**Wide Voice, LLC Transmittal Letter No. 8 and Revised Tariff FCC No. 3  
(July 18, 2018)**

July 18, 2018

**Via ETFS Filing**

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

Wide Voice, LLC  
410 South Rampart Suite 390  
Las Vegas, NV 89145

FRN: 0018-2802-89  
TRANSMITTAL No. 8

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

The accompanying tariff material, issued by Wide Voice, LLC and bearing Tariff FCC No. 3, effective August 2, 2018, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This filing is made on fifteen (15) days' notice. The purpose of this filing is to comply with the FCC ICC Reform Order, FCC 11-161, issued November 18, 2011 to make the required access rate revisions and consists of tariff pages indicated by the check sheet(s) listed below:

Tariff FCC No. 3 – 5<sup>th</sup> Revised Page 1 (Access)

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.

Supporting material is not required with this filing. Petitions pertaining to this filing may be served in person or by facsimile to the following:

Patrick J. Chicas  
410 South Rampart Suite 390  
Las Vegas, NV 89145  
Telephone: 702-553-3007  
E-mail: [pjc@widevoice.com](mailto:pjc@widevoice.com)

Carey Roesel  
151 Southhall Lane, Suite 450  
Maitland, FL 32751  
Telephone: 407-740-3006  
Facsimile: [croesel@inteserra.com](mailto:croesel@inteserra.com)

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

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant

cc: Patrick J. Chicas - Wide Voice  
tms: FCCa1808

CR/gs

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION	
Title	Original		37	Original	72	1 <sup>st</sup> Revised	
1	5 <sup>th</sup> Revised	*	38	Original	73	1 <sup>st</sup> Revised	
2	2 <sup>nd</sup> Revised	*	39	1 <sup>st</sup> Revised	74	1 <sup>st</sup> Revised	
3	Original		40	1 <sup>st</sup> Revised	75	2 <sup>nd</sup> Revised	
4	Original		40.1	Original	76	3 <sup>rd</sup> Revised	
5	Original		41	Original	77	1 <sup>st</sup> Revised	
6	1 <sup>st</sup> Revised		42	Original	78	1 <sup>st</sup> Revised	
7	1 <sup>st</sup> Revised		43	Original	79	Original	
8	2 <sup>nd</sup> Revised		44	1 <sup>st</sup> Revised	80	3 <sup>rd</sup> Revised	*
9	2 <sup>nd</sup> Revised		45	Original	81	4 <sup>th</sup> Revised	
10	2 <sup>nd</sup> Revised		46	Original	82	3 <sup>rd</sup> Revised	*
11	1 <sup>st</sup> Revised		47	Original	83	4 <sup>th</sup> Revised	
12	2 <sup>nd</sup> Revised		48	Original	84	3 <sup>rd</sup> Revised	*
13	2 <sup>nd</sup> Revised		49	Original	85	4 <sup>th</sup> Revised	
14	1 <sup>st</sup> Revised		50	Original	86	2 <sup>nd</sup> Revised	
15	2 <sup>nd</sup> Revised		51	Original	87	4 <sup>th</sup> Revised	
16	1 <sup>st</sup> Revised		52	Original	88	3 <sup>rd</sup> Revised	*
17	1 <sup>st</sup> Revised		53	Original	89	4 <sup>th</sup> Revised	
18	1 <sup>st</sup> Revised		54	Original	89.1	3 <sup>rd</sup> Revised	*
19	2 <sup>nd</sup> Revised		55	Original	89.2	Original	
20	2 <sup>nd</sup> Revised		56	Original	90	5 <sup>th</sup> Revised	*
21	2 <sup>nd</sup> Revised		57	Original	91	4 <sup>th</sup> Revised	
22	2 <sup>nd</sup> Revised		58	2 <sup>nd</sup> Revised	92	3 <sup>rd</sup> Revised	*
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised	93	4 <sup>th</sup> Revised	
24	2 <sup>nd</sup> Revised		60	1 <sup>st</sup> Revised	94	1 <sup>st</sup> Revised	
25	2 <sup>nd</sup> Revised		61	1 <sup>st</sup> Revised	95	2 <sup>nd</sup> Revised	
26	2 <sup>nd</sup> Revised		62	1 <sup>st</sup> Revised	96	3 <sup>rd</sup> Revised	*
27	1 <sup>st</sup> Revised		63	2 <sup>nd</sup> Revised	97	3 <sup>rd</sup> Revised	*
28	Original		64	2 <sup>nd</sup> Revised	98	4 <sup>th</sup> Revised	
29	Original		65	1 <sup>st</sup> Revised	99	1 <sup>st</sup> Revised	
30	Original		66	2 <sup>nd</sup> Revised	100	Original	
31	Original		67	2 <sup>nd</sup> Revised	101	3 <sup>rd</sup> Revised	
32	Original		68	2 <sup>nd</sup> Revised	102	2 <sup>nd</sup> Revised	*
33	Original		69	1 <sup>st</sup> Revised	103	2 <sup>nd</sup> Revised	*
34	Original		70	2 <sup>nd</sup> Revised	104	4 <sup>th</sup> Revised	
35	1 <sup>st</sup> Revised		71	2 <sup>nd</sup> Revised	105	Original	
36	Original				105.1	3 <sup>rd</sup> Revised	*

\* - Indicates pages included with this filing.

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## CHECK SHEET, (CONT'D)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
105.2	1 <sup>st</sup> Revised	*					
105.3	Original						
105.4	1 <sup>st</sup> Revised	*					
105.5	1 <sup>st</sup> Revised	*					
105.6	Original	*					
106	Original						
107	Original						
108	1 <sup>st</sup> Revised						
109	1 <sup>st</sup> Revised						
110	Original						
111	Original						
112	Original						
113	Original						

\* - Indicates pages included with this filing.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory

## 3.8.1 Former BellSouth Areas

(A)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
	Originating	\$146.93
	Terminating	\$0.00
(B)	Dedicated Tandem Trunk Port Per DS1	\$147.75
(C)	Tandem Switching, per minute of use	
	Originating	\$0.0011450
	Terminating - Standard	\$0.0011450
	Terminating - Affil PCL	\$0.0000000 (R)
(D)	Tandem Switched Transport - Termination, per minute of use	
	Originating	\$0.0001680
	Terminating - Standard	\$0.0001680
	Terminating - Affil PCL	\$0.0000000
(E)	Tandem Switched Transport – Facility, per minute of use per mile	
	Originating	\$0.0000200
	Terminating - Standard	\$0.0000200
	Terminating - Affil PCL	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.2 Former SBC Areas

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		Standard	\$556.00
	MSAs w/Phase II Pricing Flexibility	\$113.63	\$907.50
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>		
		Originating	\$455.04
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		
			\$32.16
(D)	Tandem Switching, per minute of use		
		Originating	\$0.0002880
		Terminating - Standard	\$0.0002880
		Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use		
		Originating	\$0.0000530
		Terminating - Standard	\$0.0000530
		Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile		
		Originating	\$0.0000030
		Terminating - Standard	\$0.0000030
		Terminating - Affil PCL	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.3 Former PacBell Areas

(A)	Dedicated Multiplexing	<u>Monthly</u>
		Standard
		MSAs w/Phase II Pricing Flexibility
		\$283.04
		\$381.15
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
		Originating
		Terminating
		\$265.92
		\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1	
		\$88.80
(D)	Tandem Switching, per minute of use	
		Originating
		Terminating - Standard
		Terminating - Affil PCL
		\$0.0010420
		\$0.0010420
		\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	
		Originating
		Terminating - Standard
		Terminating - Affil PCL
		\$0.0001300
		\$0.0001300
		\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	
		Originating
		Terminating - Standard
		Terminating - Affil PCL
		\$0.0000250
		\$0.0000250
		\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.5 Former Nevada Bell Areas

(A)	Dedicated Multiplexing		<u>Monthly</u>
		Standard	\$131.25
		MSAs w/Phase II Pricing Flexibility	\$574.75
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	Originating	\$330.24
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$28.80
(D)	Tandem Switching, per minute of use	Originating	\$0.0010620
		Terminating - Standard	\$0.0010620
		Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	Originating	\$0.0001200
		Terminating - Standard	\$0.0001200
		Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	Originating	\$0.0000080
		Terminating - Standard	\$0.0000080
		Terminating - Affil PCL	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.6 Former Ameritech Areas

(A)	Dedicated Multiplexing Standard	\$515.00
	MSAs w/Phase II Pricing Flexibility	
	(Illinois)	\$943.80
	(Indiana & Wisconsin)	\$968.00
	(Michigan & Ohio)	\$961.95
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
	Originating	\$118.09
	Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port, per DS1	
		\$62.36
(D)	Tandem Switching, per minute of use	
	Originating	\$0.0011160
	Terminating - Standard	\$0.0011160
	Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	
	Originating	\$0.0001030
	Terminating - Standard	\$0.0001030
	Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	
	Originating	\$0.0000140
	Terminating - Standard	\$0.0000140
	Terminating - Affil PCL	\$0.0000000
(G)	Common Transport Multiplexing (DS3/DS1), per minute of use	
	Originating	\$0.0000170
	Terminating - Standard	\$0.0000170
	Terminating - Affil PCL	\$0.0000000
(H)	Common Trunk Port, per minute of use	
	Originating	\$0.0003710
	Terminating	\$0.0000000
(I)	Local Switching, per minute of use	
	Originating	\$0.0031160
	Terminating	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

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Effective: August 2, 2018

Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest) Territory

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		\$200.00	\$252.37
(B)	Dedicated Trunk Port Per DS1		\$72.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$144.00
(D)	Tandem Switching, per minute of use		
	Originating		\$0.0022520
	Terminating - Standard		\$0.0022520
	Terminating - Affil PCL		\$0.0000000 ( <b>R</b> )
(E)	Tandem Switched Transport - Termination, per minute of use		
	Originating		\$0.0002400
	Terminating - Standard		\$0.0002400
	Terminating - Affil PCL		\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile		
	Originating		\$0.0000300
	Terminating - Standard		\$0.0000300
	Terminating - Affil PCL		\$0.0000000

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.10 Other Access Service Rates and Charges – Verizon Territory

## 3.10.1 Former Bell Atlantic Areas

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		\$1.00	\$900.00
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup> Originating Terminating		\$270.00
			\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$300.00
(D)	Tandem Switching, per minute of use Originating Terminating - Standard Terminating - Affil PCL		\$0.0015740
			\$0.0015740
			\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination Per minute of use		\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile Originating Terminating - Standard Terminating - Affil PCL		\$0.0000020
			\$0.0000020
			\$0.0000000

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
All States	\$300.00

## 3.11.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
CA	\$0.0015740	\$0.0015740	\$0.00000000 (R)
FL	\$0.0015740	\$0.0015740	\$0.00000000 (R)
TX	\$0.0015740	\$0.0015740	\$0.00000000 (R)

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.5 Tandem Switched Transport - Termination, per minute of use

All States	\$0.0000000
------------	-------------

## 3.11.6 Tandem Switched Transport – Facility, per minute of use per mile

All States		(C)
Originating	\$0.0000020	
Terminating - Standard	\$0.0000020	
Terminating - Affil PCL	\$0.0000000 (R)	(C)

## 3.11.7 Common Transport Multiplexing (DS3/DS1), per minute of use

All States	\$0.0000000
------------	-------------

## 3.11.8 Common Trunk Port, per minute of use

All States	
Originating	\$0.0016920
Terminating	\$0.0000000

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
FL	\$93.58
TX	\$93.40
OR, WA	\$100.00
MSAs w/Phase II Pricing Flexibility	
FL	\$160.00
NV	\$145.00

## 3.12.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
FL	\$0.0013380	\$0.0013380	\$0.0000000 (R)
NV	\$0.0021060	\$0.0021060	\$0.0000000 (R)
TX	\$0.0003620	\$0.0003620	\$0.0000000 (R)
OR, WA	\$0.0001600	\$0.0001600	\$0.0000000 (R)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
3.12.5 Tandem Switched Transport - Termination, per minute of use			
FL	\$0.0004380	\$0.0004380	\$0.0000000
NV	\$0.0003330	\$0.0003330	\$0.0000000
TX	\$0.0002350	\$0.0002350	\$0.0000000 <b>(R)</b>
OR, WA	\$0.0002550	\$0.0002550	\$0.0000000 <b>(R)</b>
3.12.6 Tandem Switched Transport – Facility, per minute of use per mile			
FL	\$0.0000550	\$0.0000550	\$0.0000000
NV	\$0.0000170	\$0.0000170	\$0.0000000
TX	\$0.0000210	\$0.0000210	\$0.0000000
OR & WA	\$0.0000350	\$0.0000350	\$0.0000000
3.12.7 Common Transport Multiplexing (DS3/DS1), per termination			
FL	\$0.0003600	\$0.0003600	\$0.0000000
NV	\$0.0000960	\$0.0000960	\$0.0000000
TX	\$0.0002350	\$0.0002350	\$0.0000000
OR & WA	\$0.0002400	\$0.0002400	\$0.0000000

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.13 Other Access Service Rates and Charges – Consolidated (Former Fairpoint) Territory (T)

## 3.13.1 Dedicated Multiplexing

<u>NRC</u>	<u>Monthly</u>
\$1.00	\$775.00

## 3.13.2 Dedicated Trunk Port, per DS1

\$163.92

## 3.13.3 Dedicated Tandem Trunk Port, per DS1

\$300.00

## 3.13.4 Tandem Switching, per minute of use

Originating

\$0.0016000

Terminating - Standard

\$0.0016000

Terminating - Affil PCL

\$0.0000000 (R)

## 3.13.5 Tandem Switched Transport - Termination, per minute of use

\$0.0000000

## 3.13.6 Tandem Switched Transport – Facility, per minute of use per mile

Originating

\$0.0000030

Terminating - Standard

\$0.0000030

Terminating - Affil PCL

\$0.0000000

## 3.13.7 Common Transport Multiplexing (DS3/DS1), per minute of use

\$0.0000000

## 3.13.8 Common Trunk Port, per minute of use

Originating

\$0.0015950

Terminating

\$0.0000000

## 3.13.9 Local Switching, per minute of use

Originating

\$0.0022640

Terminating

\$0.0000000

## 3.13.10 Carrier Common Line, per minute of use

\$0.0000000

## 3.13.11 Interconnection Charge, per minute of use

\$0.0000000

## 3.13.12 Database Charges

LNP Query - per query

\$0.0020020

800 Query

Basic, per query

\$0.0037020

POTS translation, per query

\$0.0009910

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.14 Other Access Service Rates and Charges – Cincinnati Bell Territory

## 3.14.1 Dedicated Multiplexing

Monthly  
\$678.02

## 3.14.2 Dedicated Trunk Port, per DS1

\$78.00

## 3.14.3 Dedicated Tandem Trunk Port, per DS1

\$147.84

## 3.14.4 Tandem Switching, per minute of use

Originating

\$0.0020010

Terminating - Standard

\$0.0020010

Terminating - Affil PCL

\$0.0000000 (R)

## 3.14.5 Tandem Switched Transport - Termination, per minute of use

Originating

\$0.0006000

Terminating - Standard

\$0.0006000

Terminating - Affil PCL

\$0.0000000

## 3.14.6 Tandem Switched Transport – Facility, per minute of use per mile

Originating

\$0.0001170

Terminating - Standard

\$0.0001170

Terminating - Affil PCL

\$0.0000000

## 3.14.7 Common Transport Multiplexing (DS3/DS1), per minute of use

Originating

\$0.0002400

Terminating - Standard

\$0.0002400

Terminating - Affil PCL

\$0.0000000

## 3.14.8 Common Trunk Port, per minute of use

Originating

\$0.0009680

Terminating

\$0.0000000

## 3.14.9 Local Switching, per minute of use

Originating

\$0.0038625

Terminating

\$0.0000000

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.15 Other Access Service Rates and Charges - Frontier (former Verizon) Territory

## 3.15.1 Dedicated Multiplexing

Standard	<u>NRC</u>	<u>Monthly</u>
OH	\$450.00	\$300.40
WA	\$450.00	\$543.80
MSAs w/Phase II Pricing Flexibility	<u>NRC</u>	<u>Monthly</u>
OH	\$450.00	\$360.50
WA	\$450.00	\$535.70

3.15.2 Dedicated Trunk Port, per DS1<sup>1</sup>

	<u>Monthly</u>
OH	\$288.00
WA	\$300.00

## 3.15.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
OH	\$177.60
WA	\$216.00

## 3.15.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
OH	\$0.0024000	\$0.0024000	\$0.0000000 (R)
WA	\$0.0036642	\$0.0036642	\$0.0000000 (R)

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.15 Other Access Service Rates and Charges - Frontier (former Verizon) Territory, (Cont'd.)

## 3.15.5 Tandem Switched Transport - Termination, per minute of use

All States	\$0.0000000
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## 3.15.6 Tandem Switched Transport – Facility, per minute of use per mile

All States		(C)
Originating	\$0.0000020	
Terminating - Standard	\$0.0000020	
Terminating - Affil PCL	\$0.0000000 (R)	(C)

## 3.15.7 Common Transport Multiplexing (DS3/DS1), per minute of use

All States	\$0.0000000
------------	-------------

## 3.15.8 Common Trunk Port, per minute of use

	<u>Originating</u>	<u>Terminating</u>	(C)
OH	\$0.0015479	\$0.0000000	
WA	\$0.0003861	\$0.0000000	(C)

## 3.15.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u>
OH	\$0.0022077	\$0.0000000
WA	\$0.0018654	\$0.0000000

## 3.15.10 Carrier Common Line, per minute of use

Originating – All States	\$0.0000000
Terminating – All States	\$0.0000000

## 3.15.11 Interconnection Charge, per minute of use

	<u>Monthly</u>
All States	\$0.0000000

## 3.15.12 Database Charges

	<u>Monthly</u>
LNP Query - per query (All States)	\$0.0020020
800 Query – OH	
Basic, per query	\$0.0085684
800 Query – WA	
Basic, per query	\$0.0099138

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.16	Other Access Service Rates and Charges – ACS of Anchorage		(N)
3.16.1	Dedicated Multiplexing	216.02	
3.16.2	Dedicated Trunk Port, per DS1	\$55.92	
3.16.3	Dedicated Tandem Trunk Port, per DS1	\$61.68	
3.16.4	Tandem Switching, per minute of use		
	Originating	\$0.0388940	
	Terminating - Standard	\$0.0388940	
	Terminating - Affil PCL	\$0.0000000	
3.16.5	Tandem Switched Transport - Termination, per minute of use		
	Originating	\$0.0016570	
	Terminating - Standard	\$0.0016570	
	Terminating - Affil PCL	\$0.0000000	
3.16.6	Tandem Switched Transport – Facility, per minute of use per mile		
	Originating	\$0.0004360	
	Terminating - Standard	\$0.0004360	
	Terminating - Affil PCL	\$0.0000000	
3.16.7	Common Transport Multiplexing (DS3/DS1), per minute of use		
	Originating	\$0.0001550	
	Terminating - Standard	\$0.0001550	
	Terminating - Affil PCL	\$0.0000000	
3.16.8	Common Trunk Port, per minute of use	\$0.0000000	
3.16.9	Local Switching, per minute of use		
	Originating	\$0.0037350	
	Terminating	\$0.0000000	
3.16.10	Carrier Common Line, per minute of use	\$0.0000000	
3.16.12	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query, per query	\$0.0007270	(N)

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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# **Exhibit 6**

**Wide Voice, LLC Transmittal Letter No. 9 and Revised Tariff FCC No. 3  
(Apr. 10, 2019)**



151 Southhall Lane, Ste 450  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
[www.inteserra.com](http://www.inteserra.com)

April 10, 2019

**Via ETFS Filing**

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

Wide Voice, LLC  
410 South Rampart Suite 390  
Las Vegas, NV 89145

FRN: 0018-2802-89  
TRANSMITTAL No. 9

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

The accompanying tariff material, issued by Wide Voice, LLC and bearing Tariff FCC No. 3, effective April 25, 2019, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This filing is made on fifteen (15) days' notice. The purpose of this filing is to update tariff language for disputed charges and rate regulations and consists of tariff pages indicated by the check sheet(s) listed below:

Tariff FCC No. 3 – 6<sup>th</sup> Revised Page 1 (Access)

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 \$960.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri in accordance with the fee program procedures.

Supporting material is not required with this filing. Petitions pertaining to this filing may be served in person or by facsimile to the following:

Andrew Nickerson  
410 South Rampart Suite 390  
Las Vegas, NV 89145  
Telephone: 562-521-7000  
E-mail: [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

Carey Roesel  
151 Southhall Lane, Suite 450  
Maitland, FL 32751  
Telephone: 407-740-3006  
Facsimile: [croesel@inteserra.com](mailto:croesel@inteserra.com)

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

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant

cc: Andrew Nickerson - Wide Voice  
tms: FCCa1909

CR/gs

VZ\_0000186

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		37	Original		73	1 <sup>st</sup> Revised
1	6 <sup>th</sup> Revised	*	38	Original		74	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised		39	1 <sup>st</sup> Revised		75	3 <sup>rd</sup> Revised *
3	Original		40	2 <sup>nd</sup> Revised	*	76	3 <sup>rd</sup> Revised
4	Original		40.1	Original	*	77	1 <sup>st</sup> Revised
5	Original		41	Original		78	2 <sup>nd</sup> Revised *
6	2 <sup>nd</sup> Revised	*	42	Original		78.1	Original *
7	1 <sup>st</sup> Revised		43	Original		78.2	Original *
8	2 <sup>nd</sup> Revised		44	1 <sup>st</sup> Revised		79	Original
9	2 <sup>nd</sup> Revised		45	Original		80	3 <sup>rd</sup> Revised
10	2 <sup>nd</sup> Revised		46	Original		81	4 <sup>th</sup> Revised
11	1 <sup>st</sup> Revised		47	1 <sup>st</sup> Revised	*	82	3 <sup>rd</sup> Revised
12	2 <sup>nd</sup> Revised		48	Original		83	4 <sup>th</sup> Revised
13	2 <sup>nd</sup> Revised		49	Original		84	3 <sup>rd</sup> Revised
14	1 <sup>st</sup> Revised		50	Original		85	4 <sup>th</sup> Revised
15	2 <sup>nd</sup> Revised		51	Original		86	2 <sup>nd</sup> Revised
16	1 <sup>st</sup> Revised		52	Original		87	4 <sup>th</sup> Revised
17	1 <sup>st</sup> Revised		53	Original		88	3 <sup>rd</sup> Revised
18	1 <sup>st</sup> Revised		54	Original		89	4 <sup>th</sup> Revised
19	2 <sup>nd</sup> Revised		55	Original		89.1	3 <sup>rd</sup> Revised
20	2 <sup>nd</sup> Revised		56	Original		89.2	Original
21	2 <sup>nd</sup> Revised		57	Original		90	5 <sup>th</sup> Revised
22	2 <sup>nd</sup> Revised		58	2 <sup>nd</sup> Revised		91	4 <sup>th</sup> Revised
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised		92	3 <sup>rd</sup> Revised
24	2 <sup>nd</sup> Revised		60	1 <sup>st</sup> Revised		93	4 <sup>th</sup> Revised
25	2 <sup>nd</sup> Revised		61	1 <sup>st</sup> Revised		94	1 <sup>st</sup> Revised
26	2 <sup>nd</sup> Revised		62	1 <sup>st</sup> Revised		95	2 <sup>nd</sup> Revised
27	1 <sup>st</sup> Revised		63	2 <sup>nd</sup> Revised		96	3 <sup>rd</sup> Revised
28	Original		64	2 <sup>nd</sup> Revised		97	3 <sup>rd</sup> Revised
29	Original		65	1 <sup>st</sup> Revised		98	4 <sup>th</sup> Revised
30	Original		66	3 <sup>rd</sup> Revised	*	99	1 <sup>st</sup> Revised
31	Original		67	2 <sup>nd</sup> Revised		100	Original
32	Original		68	2 <sup>nd</sup> Revised		101	3 <sup>rd</sup> Revised
33	Original		69	1 <sup>st</sup> Revised		102	2 <sup>nd</sup> Revised
34	Original		70	2 <sup>nd</sup> Revised		103	2 <sup>nd</sup> Revised
35	1 <sup>st</sup> Revised		71	2 <sup>nd</sup> Revised		104	4 <sup>th</sup> Revised
36	Original		72	1 <sup>st</sup> Revised		105	Original
						105.1	3 <sup>rd</sup> Revised

\* - Indicates pages included with this filing.

Transmittal # 9

Issued: April 10, 2019

Effective: April 25, 2019

Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Usage is measured as set forth in Section 3.6.1.

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating traffic between an End Office and the Customer's Point of Termination.

Affiliate

The term "affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges

- A. All bills are presumed accurate and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, the specific items on the bill being disputed, the specific reason for disputing that charge, and all necessary supporting documentation. Generic allegations, such as those regarding noncompliance with FCC Rules or Orders, e.g., "billing does not comply with the FCC's USF/ICC Order" are insufficient. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.

## 1. Initial Dispute Period

The initial dispute period is the first 30 days immediately following receipt of a good faith billing dispute. During the initial dispute period, the Customer and the Company will work together to resolve issues in a timely manner. The Customer and the Company shall also determine whether the dispute is a routine dispute or a compliance dispute.

## 2. Routine Disputes

Routine disputes, such as disputes involving billing errors (e.g., the appearance of errors in usage data, billed rates that do not match the tariff, etc.), will be resolved within 30 days whereby the Company will issue credits or uphold billed charges.

*Material previously located on this page now appears on Page 40.1*

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges (Continued)

## A. (Continued)

## 3. Compliance Disputes

Compliance disputes are where the Customer and the Company disagree about the lawfulness of this tariff or the tariff's application to the traffic exchanged between the Customer and the Company. The Customer and the Company will work together to resolve this disagreement during the initial dispute period. If, however, at the end of the initial dispute period the Customer and the Company have conflicting and irreconcilable interpretations in connection with this tariff and its compliance with the provisions of the FCC's CLEC switched access rate regulations (47 CFR §61.26), including the provisions contained in the CAF Order (FCC 11-161) and subsequent decisions/clarifications, the Customer will utilize the FCC's complaint process (47 CFR. §§ 1.720 – 1.740) to challenge the lawfulness of this tariff. The Customer will initiate the FCC complaint within 30 days of the end of the initial dispute period. If the Customer fails to initiate such a complaint within that 30 day period, any dispute based on the conflicting understanding between the parties will no longer be considered a good faith dispute and will instead be considered nonpayment and the provisions for such nonpayment in this tariff, including accumulation of late payment fees and discontinuance of service, will apply.

- B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

*Material appearing on this page was previously located on Page 40.*

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

## 2.14 Cancellation by Company (Continued)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.

The provisions of 2.14.3(a) above shall not apply to charges that a Customer does not pay based on a good faith dispute pursuant to 2.10.4 herein. (C)  
(C)

- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

- (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

- (e) For use of telephone service for any property or purpose other than that described in the application.

- (f) For Customer's breach of any contract for service between the Company and the Customer.

- (g) For periods of inactivity in excess of sixty (60) days.

2.14.4 If the Company discontinues service, it will no longer route any traffic that uses the Customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic, and it is the obligation of the discontinued Customer to provide for alternate routing of traffic originating from or terminating to the Company's network. (C)  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Customers may connect with the Company's Access Tandem on a direct basis (i.e., by choosing to purchase Access Tandem ports dedicated to the sole use of that Customer) or on an indirect basis (i.e., by choosing not to purchase Access Tandem ports dedicated to the sole use of that Customer).

Tandem Switched Transport (TST) provides the common, or shared, transmission facilities between a third party Access Tandem, for example, and a Company Access Tandem (on indirect basis tandem connections only) and between a Company Access Tandem and End Offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers.

The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed.

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport - Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is provided for trunkside services.

## (3) Dedicated Tandem Trunk Port

A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the Customer side of the Access Tandem when the Customer utilizes tandem routing. The DTTP rate will always be billed on a per minute equivalent basis pursuant to Section 3.6.A herein.

(T)



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. Monthly Rates - Monthly rates are typically flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates for certain dedicated services will be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage factor of 216,000 MOU per DS1-equivalent circuit per month.<sup>1</sup> (T)  
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- 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, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges - Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

<sup>1</sup> The CLEC's ability to establish its own rate structure is affirmed in FCC 01-146 and FCC 04-110. 216,000 is based on the well-documented 9,000 MOU per DS0 per month factor used by the FCC for many years. Dedicated services assessed on a per MOU basis will have rates benchmarked based on the location of the end user and, consequently, the ILEC that would otherwise provide access services associated with that end user, rather than the location of the dedicated service (see FCC 04-110 at 24).

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Transmittal # 9

Issued: April 10, 2019

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

FCCa1909

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

- 3.6.4 In order to comply with the FCC's benchmarking rule, Wide Voice, like the Incumbent LECs, has tariffed two separate sets of rates for tandem-switched transport. One rate applies for traffic terminating to a Company-affiliated price cap ILEC end office, and the other applies for traffic terminating to any other terminating carrier/provider. The terminating Tandem-Switched Transport rate schedules are thus bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates<sup>1</sup> apply to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.<sup>2</sup>

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1 Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

2 Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.4 (Continued)

These rates comply with the benchmarking rule<sup>3</sup> because the Standard rates are precisely the same rates that the competing ILEC would charge if it was performing the tandem-switched transport functions for traffic terminating to any non-price cap LEC terminating carrier/provider. The Affil PCL rates – now zero after step 7 -- are precisely the same rates the competing ILEC would charge if it was performing the tandem-switched transport functions for traffic terminating to an affiliated price cap LEC end office.

Again, the competing ILECs in the territories where Wide Voice offers tandem switched transport services have tariffed two separate rates for such services; one applicable to traffic terminating to an end office served by that ILEC or by its price-cap ILEC affiliates, and the other applicable to traffic terminating to any other end office (including, among other things, end offices served by a price cap ILEC that is not an affiliate of the ILEC operating the tandem switch; and end offices served by a non-ILEC affiliate of the ILEC operating the tandem switch). One rate applies for traffic terminating to a Company-affiliated price cap ILEC end office, and the other applies for traffic terminating to any other end office. Since the ILEC rates classify traffic based on both the affiliation and the regulatory status of the company operating the end office switch, Wide Voice must also take both of these factors into account in complying with the benchmark rule.

<sup>3</sup> Section 61.26(b), (c), and (f), which provide in relevant part as follows:

(b) [A] CLEC shall not file a tariff for its interstate switched exchange access services that prices those services above the higher of:

(1) The rate charged for such services by the competing ILEC or

(2) ... (i) The benchmark rate described in paragraph (c) of this section

(c) The benchmark rate for a CLEC's switched exchange access services will be the rate charged for similar services by the competing ILEC. ...

(f) If a CLEC provides some portion of the switched exchange access services used to send traffic to or from an end user not served by that CLEC, the rate for the access services provided may not exceed the rate charged by the competing ILEC for the same access services ....

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.4 (Continued)

To be perfectly clear, and to avoid any ambiguity regarding how Wide Voice applies its bifurcated tandem-switched transport rates, the following tandem-end office combinations show what tandem-switched transport rates will be applied when Wide Voice is either the end office service provider, the tandem service provider, or both.

Terminating carrier/provider	Tandem Provider	Tandem/Transport Rates
Wide Voice	Wide Voice	Standard
Wide Voice	Unaffiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Affiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Unaffiliated CLEC	Standard (as tariffed by the CLEC)
Wide Voice	Affiliated CLEC	Standard (as tariffed by the CLEC)
Unaffiliated Price Cap LEC	Wide Voice	Standard
Affiliated Price Cap LEC	Wide Voice	Affil PCL
Unaffiliated CLEC	Wide Voice	Standard
Affiliated CLEC	Wide Voice	Standard
Unaffiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Affiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Unaffiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated CMRS	Wide Voice	Standard
Unaffiliated CMRS	Wide Voice	Standard

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

FCCa1909

VZ\_0000196

# **Exhibit 7**

**Wide Voice, LLC Transmittal Letter No. 10 and Revised Tariff FCC No. 3  
(Apr. 22, 2019)**



151 Southhall Lane, Ste 450  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
[www.inteserra.com](http://www.inteserra.com)

April 22, 2019  
**Via ETFS Filing**

Wide Voice, LLC  
410 South Rampart Suite 390  
Las Vegas, NV 89145

**FRN: 0018-2802-89**  
**TRANSMITTAL No. 10**

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

The accompanying tariff material, issued by Wide Voice, LLC and bearing Tariff FCC No. 3, effective April 23, 2019, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This filing is made on one (1) days' notice. The purpose of this filing is to remove all tariff language filed under Transmittal No. 9 and consists of tariff pages indicated by the check sheet(s) listed below:

Tariff FCC No. 3 – 7<sup>th</sup> Revised Page 1 (Access)

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 \$960.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri in accordance with the fee program procedures.

Supporting material is not required with this filing. Petitions pertaining to this filing may be served in person or by facsimile to the following:

Andrew Nickerson  
410 South Rampart Suite 390  
Las Vegas, NV 89145  
Telephone: 562-521-7000  
E-mail: [anickerson@widevoice.com](mailto:anickerson@widevoice.com)

Carey Roesel  
151 Southhall Lane, Suite 450  
Maitland, FL 32751  
Telephone: 407-740-3006  
Email: [croesel@inteserra.com](mailto:croesel@inteserra.com)

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

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant

cc: Andrew Nickerson - Wide Voice  
tms: FCCa1910

CR/gS

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		37	Original		73	1 <sup>st</sup> Revised
1	7 <sup>th</sup> Revised	*	38	Original		74	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised		39	1 <sup>st</sup> Revised		75	4 <sup>th</sup> Revised *
3	Original		40	3 <sup>rd</sup> Revised	*	76	3 <sup>rd</sup> Revised
4	Original		40.1	1 <sup>st</sup> Revised	*	77	1 <sup>st</sup> Revised
5	Original		41	Original		78	3 <sup>rd</sup> Revised *
6	3 <sup>rd</sup> Revised	*	42	Original		78.1	1 <sup>st</sup> Revised *
7	1 <sup>st</sup> Revised		43	Original		78.2	1 <sup>st</sup> Revised *
8	2 <sup>nd</sup> Revised		44	1 <sup>st</sup> Revised		79	Original
9	2 <sup>nd</sup> Revised		45	Original		80	3 <sup>rd</sup> Revised
10	2 <sup>nd</sup> Revised		46	Original		81	4 <sup>th</sup> Revised
11	1 <sup>st</sup> Revised		47	2 <sup>nd</sup> Revised	*	82	3 <sup>rd</sup> Revised
12	2 <sup>nd</sup> Revised		48	Original		83	4 <sup>th</sup> Revised
13	2 <sup>nd</sup> Revised		49	Original		84	3 <sup>rd</sup> Revised
14	1 <sup>st</sup> Revised		50	Original		85	4 <sup>th</sup> Revised
15	2 <sup>nd</sup> Revised		51	Original		86	2 <sup>nd</sup> Revised
16	1 <sup>st</sup> Revised		52	Original		87	4 <sup>th</sup> Revised
17	1 <sup>st</sup> Revised		53	Original		88	3 <sup>rd</sup> Revised
18	1 <sup>st</sup> Revised		54	Original		89	4 <sup>th</sup> Revised
19	2 <sup>nd</sup> Revised		55	Original		89.1	3 <sup>rd</sup> Revised
20	2 <sup>nd</sup> Revised		56	Original		89.2	Original
21	2 <sup>nd</sup> Revised		57	Original		90	5 <sup>th</sup> Revised
22	2 <sup>nd</sup> Revised		58	2 <sup>nd</sup> Revised		91	4 <sup>th</sup> Revised
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised		92	3 <sup>rd</sup> Revised
24	2 <sup>nd</sup> Revised		60	1 <sup>st</sup> Revised		93	4 <sup>th</sup> Revised
25	2 <sup>nd</sup> Revised		61	1 <sup>st</sup> Revised		94	1 <sup>st</sup> Revised
26	2 <sup>nd</sup> Revised		62	1 <sup>st</sup> Revised		95	2 <sup>nd</sup> Revised
27	1 <sup>st</sup> Revised		63	2 <sup>nd</sup> Revised		96	3 <sup>rd</sup> Revised
28	Original		64	2 <sup>nd</sup> Revised		97	3 <sup>rd</sup> Revised
29	Original		65	1 <sup>st</sup> Revised		98	4 <sup>th</sup> Revised
30	Original		66	4 <sup>th</sup> Revised	*	99	1 <sup>st</sup> Revised
31	Original		67	2 <sup>nd</sup> Revised		100	Original
32	Original		68	2 <sup>nd</sup> Revised		101	3 <sup>rd</sup> Revised
33	Original		69	1 <sup>st</sup> Revised		102	2 <sup>nd</sup> Revised
34	Original		70	2 <sup>nd</sup> Revised		103	2 <sup>nd</sup> Revised
35	1 <sup>st</sup> Revised		71	2 <sup>nd</sup> Revised		104	4 <sup>th</sup> Revised
36	Original		72	1 <sup>st</sup> Revised		105	Original
						105.1	3 <sup>rd</sup> Revised

\* - Indicates pages included with this filing.

Transmittal # 10

Issued: April 22, 2019

Effective: April 23, 2019

Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Usage is measured as set forth in Section 3.6.1.

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating traffic between an End Office and the Customer's Point of Termination.

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

2.10 Billing and Payment for Service (Continued)

2.10.4 Disputed Charges

- A. All bills are presumed accurate, and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.

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

2.10 Billing and Payment for Service (Continued)

2.10.4 Disputed Charges (Continued)

- (D)
- B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- (D)

Transmittal # 10

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

## 2.14 Cancellation by Company (Continued)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- (e) For use of telephone service for any property or purpose other than that described in the application.
- (f) For Customer's breach of any contract for service between the Company and the Customer.
- (g) For periods of inactivity in excess of sixty (60) days.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Customers may connect with the Company's Access Tandem on a direct basis (i.e., by choosing to purchase Access Tandem ports dedicated to the sole use of that Customer) or on an indirect basis (i.e., by choosing not to purchase Access Tandem ports dedicated to the sole use of that Customer).

Tandem Switched Transport (TST) provides the common, or shared, transmission facilities between a third party Access Tandem, for example, and a Company Access Tandem (on indirect basis tandem connections only) and between a Company Access Tandem and End Offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers.

The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed.

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport - Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is provided for trunkside services.

## (3) Dedicated Tandem Trunk Port

A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the Customer side of the Access Tandem when the Customer utilizes tandem routing. The DTTP rate is assessed monthly per trunk. Indirect basis Access Tandem ports will always be billed the DTTP on a per minute equivalent basis pursuant to Section 3.6.A herein.

(C)

(C)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. Monthly Rates - Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates may be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage assumption of 216,000 MOU per DS1-equivalent circuit. (C)  
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- 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, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges - Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

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Transmittal # 10

Issued: April 22, 2019

Effective: April 23, 2019

Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

- 3.6.4 The terminating Tandem-Switched Transport rate schedules are bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates<sup>1</sup> apply to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.<sup>2</sup> (C)

<sup>1</sup> Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

<sup>2</sup> Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

[Reserved for Future Use]

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

[Reserved for Future Use]

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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# **Exhibit 8**

**Wide Voice, LLC, Tariff FCC No. 3 (eff. Apr. 23, 2019)**

*This tariff, FCC Tariff No. 3, replaces the FCC Tariff No. 2 in its entirety.*

**WIDE VOICE, LLC**  
**ACCESS SERVICES TARIFF**

Regulations and Schedule of Interstate Access Rates

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate access telecommunications services by Wide Voice, LLC.

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

Transmittal # 3

Issued: January 5, 2012

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		37	Original		73	1 <sup>st</sup> Revised
1	7 <sup>th</sup> Revised	*	38	Original		74	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised		39	1 <sup>st</sup> Revised		75	4 <sup>th</sup> Revised *
3	Original		40	3 <sup>rd</sup> Revised	*	76	3 <sup>rd</sup> Revised
4	Original		40.1	1 <sup>st</sup> Revised	*	77	1 <sup>st</sup> Revised
5	Original		41	Original		78	3 <sup>rd</sup> Revised *
6	3 <sup>rd</sup> Revised	*	42	Original		78.1	1 <sup>st</sup> Revised *
7	1 <sup>st</sup> Revised		43	Original		78.2	1 <sup>st</sup> Revised *
8	2 <sup>nd</sup> Revised		44	1 <sup>st</sup> Revised		79	Original
9	2 <sup>nd</sup> Revised		45	Original		80	3 <sup>rd</sup> Revised
10	2 <sup>nd</sup> Revised		46	Original		81	4 <sup>th</sup> Revised
11	1 <sup>st</sup> Revised		47	2 <sup>nd</sup> Revised	*	82	3 <sup>rd</sup> Revised
12	2 <sup>nd</sup> Revised		48	Original		83	4 <sup>th</sup> Revised
13	2 <sup>nd</sup> Revised		49	Original		84	3 <sup>rd</sup> Revised
14	1 <sup>st</sup> Revised		50	Original		85	4 <sup>th</sup> Revised
15	2 <sup>nd</sup> Revised		51	Original		86	2 <sup>nd</sup> Revised
16	1 <sup>st</sup> Revised		52	Original		87	4 <sup>th</sup> Revised
17	1 <sup>st</sup> Revised		53	Original		88	3 <sup>rd</sup> Revised
18	1 <sup>st</sup> Revised		54	Original		89	4 <sup>th</sup> Revised
19	2 <sup>nd</sup> Revised		55	Original		89.1	3 <sup>rd</sup> Revised
20	2 <sup>nd</sup> Revised		56	Original		89.2	Original
21	2 <sup>nd</sup> Revised		57	Original		90	5 <sup>th</sup> Revised
22	2 <sup>nd</sup> Revised		58	2 <sup>nd</sup> Revised		91	4 <sup>th</sup> Revised
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised		92	3 <sup>rd</sup> Revised
24	2 <sup>nd</sup> Revised		60	1 <sup>st</sup> Revised		93	4 <sup>th</sup> Revised
25	2 <sup>nd</sup> Revised		61	1 <sup>st</sup> Revised		94	1 <sup>st</sup> Revised
26	2 <sup>nd</sup> Revised		62	1 <sup>st</sup> Revised		95	2 <sup>nd</sup> Revised
27	1 <sup>st</sup> Revised		63	2 <sup>nd</sup> Revised		96	3 <sup>rd</sup> Revised
28	Original		64	2 <sup>nd</sup> Revised		97	3 <sup>rd</sup> Revised
29	Original		65	1 <sup>st</sup> Revised		98	4 <sup>th</sup> Revised
30	Original		66	4 <sup>th</sup> Revised	*	99	1 <sup>st</sup> Revised
31	Original		67	2 <sup>nd</sup> Revised		100	Original
32	Original		68	2 <sup>nd</sup> Revised		101	3 <sup>rd</sup> Revised
33	Original		69	1 <sup>st</sup> Revised		102	2 <sup>nd</sup> Revised
34	Original		70	2 <sup>nd</sup> Revised		103	2 <sup>nd</sup> Revised
35	1 <sup>st</sup> Revised		71	2 <sup>nd</sup> Revised		104	4 <sup>th</sup> Revised
36	Original		72	1 <sup>st</sup> Revised		105	Original
						105.1	3 <sup>rd</sup> Revised

\* - Indicates pages included with this filing.

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410 South Rampart, Suite 390  
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## CHECK SHEET, (CONT'D)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
105.2	1 <sup>st</sup> Revised	*					
105.3	Original						
105.4	1 <sup>st</sup> Revised	*					
105.5	1 <sup>st</sup> Revised	*					
105.6	Original	*					
106	Original						
107	Original						
108	1 <sup>st</sup> Revised						
109	1 <sup>st</sup> Revised						
110	Original						
111	Original						
112	Original						
113	Original						

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410 South Rampart, Suite 390  
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## TABLE OF CONTENTS

Check Sheet	1
Table of Contents	3
Concurring, Connecting and Participating Carriers	4
Explanations of Symbols	5
Section 1 Definitions of Abbreviations	6
Section 2 Rules and Regulations	27
Section 3 Switched Access Service	59
Section 4 Miscellaneous Services and Charges	106
Section 5 Special Contracts, Arrangements and Construction	112

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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ISSUING CARRIERS

Wide Voice, LLC

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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EXPLANATION OF SYMBOLS

- (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.
- (T) To signify a change in text, but no change in rate or regulation.
- (S) To signify a reissued matter.
- (Z) To signify a correction.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Usage is measured as set forth in Section 3.6.1.

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating traffic between an End Office and the Customer's Point of Termination.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

(D)  
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(D)Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's Point of Termination as an indication that the called party has answered or disconnected.

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Automatic Number Identification (ANI)

The term "Automatic Number Identification" (ANI) denotes the automatic transmission of information digits and a seven or ten digit number to the customer's premises for calls originating in the LATA, to identify the calling station.

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(D)Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

(D)

(D)

Central Office (CO)

The term "Central Office" or "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users, or other customers under an ICB or contractual agreement, receive local exchange or other telecommunications service. End Users, or other customers under an ICB or contractual agreement, may be collocated with the Company at the End Office; or they may receive service at another location.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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### Central Office Prefix

Channel(s)
$$\begin{array}{c} \textbf{(D)} \\ | \\ | \\ | \\ | \\ | \\ | \\ \textbf{(D)} \end{array}$$

The term “CLEC” means a local exchange carrier that provides some or all of the interstate exchange access services used to send traffic to or from an End User or Customer as defined under this tariff, or another customer under an ICB or contractual agreement, and does not fall within the definition of “incumbent local exchange carrier” in 47 U.S.C. § 251(h).

**(T)**

The term "Commercial Mobile Radio Service (CMRS) provider" denotes a common carrier as defined by the Federal Communications Commission subject to the Rules set forth in Section 332 of the Communications Act.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Common Line

The term "Common Line" denotes a line, trunk or other equivalent facility provided by the Company, terminated on a Central Office Switch. A common line associated with a residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs and/or ICB and/or contractual agreement. A common line associated with a business is a line provided under the business regulations of the general and/or local exchange service tariffs and/or ICB and/or contractual agreement.

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(T)Communications Systems

The term "Communications Systems" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

Used throughout this tariff to indicate Wide Voice, LLC.

Customer(s)

Unless otherwise specified herein, the term "customer(s)" or "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which utilizes the services offered under this Tariff, including Interexchange Carriers (ICs), End Users and interconnectors.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

800 Data Base Access Service

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

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(D)End User

"End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

(T)  
(T)End User Premises

A location designated by the End User for the purposes of connecting to the Company's services. In some circumstances, the End User Premises may be located in Company's Central Office.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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$$\begin{array}{c} \mathbf{(D)} \\ | \\ | \\ | \\ | \\ \mathbf{(D)} \end{array}$$

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Interexchange Carrier (IC) Or Interexchange Common Carrier

The term "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio between two or more exchanges.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Message

The term "Message" denotes a "call" as defined preceding.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Channel.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Channel.

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Point Of Termination (POT)

The term "Point of Termination" denotes a point at or near a Customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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Set of rules for conducting interactions between two or more terminals, hosts or peripherals. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

### Query

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The term "Release Message" denotes a SS7 message sent in either direction to indicate the release of a specific circuit.



## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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(D)Responsible Organization

The term "Responsible Organization" denotes the entity responsible for the management and administration of 800 Data Base Access Service records in the Service Management System according to the Guidelines for 800 Data Base.

Service Control Point (SCP)

The term "Service Control Point" (SCP) denotes the node in the network where several independent data base applications receive and respond to SS7 queries.

Service Management System/800 (SMS/800)

Service Management System/800 (SMS/800) is the main operations support system of 800 Data Base Access Service. It is used to create and update subscriber 8YY records that are then downloaded to SCPs for handling subscribers' 8YY calls (see Service Control Points). The system is also used by RESP ORGs to reserve and assign 8YY numbers.

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(T)Service Switching Point (SSP)

The term "Service Switching Point" (SSP) denotes a signal point equipped with the ability to halt call process, formulate and send a SS7 query to a remote location and route the call based on information contained in the response.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., End Offices and Access Tandems), data bases or operator service systems that are equipped with CCS.

(T)  
(T)Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

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(D)Switch

The terms "switch," "switching" or "switched" refer to any technical means by which a call is directed from an input source onwards towards a destination or output location by performing, for example, call set-up, supervision, and management functions or their functional equivalents. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A call is "switched" when any of the above functions, or functional equivalents, is performed.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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Toll VoIP-PSTN Traffic

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering; e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path comprises physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more Central Offices, used for the provision of Telephone Exchange Services, are located.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of Wide Voice, LLC

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The facilities, technologies and equipment comprising the services offered in this tariff are chosen at the sole discretion of the Company. The Customer shall be responsible for all charges due for such service arrangements. (C)

## 2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions. (C)

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

## 2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment 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.
- 2.3.3 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.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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

2.4 Assignment and Transfer

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

## 2.5 Application of Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

## 2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.



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

## 2.7 Liability of the Company

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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

2.7 Liability of the Company (Continued)

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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

## 2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

## 2.9 Obligations of the Customer

2.9.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (a) 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- (b) providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- (c) 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 communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the 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 borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order (if required) for service;
- (d) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise 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., friable asbestos) prior to any construction or installation work;

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

## 2.9 Obligations of the Customer (Continued)

## 2.9.1 (continued)

- (e) 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 under Section 2.9 1(c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer 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;
- (f) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- (h) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- (i) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

2.9 Obligations of the Customer (Continued)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

(a) Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

(b) Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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

2.9 Obligations of the Customer (Continued)

2.9.3 Jurisdictional Reports Requirements

- (a) Customer must state percentage of interstate traffic (PIU) on a quarterly basis at the beginning of each calendar month, in advance.
- (b) Customer must state percentage of Toll VoIP-PSTN Traffic (PVU) on a quarterly basis at the beginning of each calendar quarter, in advance for both interstate and intrastate jurisdictions.
- (c) Customer must state percentage of CMRS-originated traffic (PCU) on a quarterly basis at the beginning of each calendar quarter, in advance. If CMRS originated, must state traffic that is inter-MTA (PCIU) on a quarterly basis at the beginning of each calendar quarter, in advance.
- (d) In all cases, the burden of proof, contrary to data gathered by the Company, is on the customer.

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

## 2.10 Billing and Payment for Service

## 2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);

## 2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.



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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E. Customer billing for dedicated services will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.
- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H. Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months. (C)

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

2.10 Billing and Payment for Service (Continued)

2.10.4 Disputed Charges

- A. All bills are presumed accurate, and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.

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

2.10 Billing and Payment for Service (Continued)

2.10.4 Disputed Charges (Continued)

- B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment.

## 2.10.6 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## 2.11 Taxes, Surcharges and Fees

2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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

## 2.12 Deposits and Advanced Payments

## 2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

## 2.12.2 Deposits

- A. The Company will, in order to safeguard its interests, only require a customer who has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months' service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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

## 2.12 Deposits and Advanced Payments (Continued)

## 2.12.3 Advance Payments

To safeguard its interests as indicated in 2.12.2 A., the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

## 2.13 Cancellation by Customer

## 2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to provide for alternate routing of traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. (C)

## 2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
  - (1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
  - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
  - (3) all recurring charges specified in the applicable service order for the balance of the then current term.

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

## 2.13 Cancellation by Customer (Continued)

## 2.13.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.



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

## 2.14 Cancellation by Company

- 2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.
- 2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:
- (a) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
  - (b) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
  - (c) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
  - (d) In the event of tampering with the equipment or services of the Company or its agents.
  - (e) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
  - (f) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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

## 2.14 Cancellation by Company (Continued)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- (e) For use of telephone service for any property or purpose other than that described in the application.
- (f) For Customer's breach of any contract for service between the Company and the Customer.
- (g) For periods of inactivity in excess of sixty (60) days.

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

## 2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

## 2.16 Provision of Company Equipment and Facilities

- 2.16.1 The Company shall use reasonable efforts to maintain only the 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.
- 2.16.2 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.
- 2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 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 under 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. Subject to this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

## 2.17 Interconnection

- 2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

## 2.18 Customer-Provided Equipment

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

## 2.19 Inspection, Testing and Adjustments

- 2.19.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3 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 applies 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.

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

## 2.20 Allowances for Interruptions in Service

## 2.20.1 General

- A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer 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)

## 2.20 Allowances for Interruptions in Service (Continued)

## 2.20.2 Limitations of Allowances

## A. No credit allowance will be made for any interruption in service:

- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (3) due to circumstances or causes beyond the reasonable control of the Company;
- (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (5) 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;
- (6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (7) that was not reported to the Company within 30 days of the date that service was affected.
- (8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

## 2.20.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.



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

## 2.20 Allowances for Interruptions in Service (Continued)

## 2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- $$\text{Credit} = A/720 \times B$$
- A = outage time in hours (must be 8 or more)  
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.

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

## 2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order, or shall otherwise provide, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 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 second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6 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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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

## 2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.22.2 A similar calculation is then performed to determine the intrastate portion of the bill.

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

## 2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.

- (a) If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- (b) If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- (c) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

## 2.24 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

When an Access Service is provided to a customer where one portion of the service is provided by one Exchange Telephone Company and the other portion of the service is provided by another Exchange Telephone Company, 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).

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

## 2.25 Toll VoIP-PSTN Traffic

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2.25.1 Pursuant to 47 CFR §51.913, all Toll VoIP-PSTN traffic will be assessed switched access charges at the same rates set forth in this tariff for the functionally equivalent traffic whether it be VoIP-VoIP, TDM-TDM, or any other traffic distinguished by its underlying technology and/or method of transmission, at rates set forth in Section 3 of this tariff.

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## 2.26 Partial Tariff Invalidity

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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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

- 3.1.1 Switched Access Service provides access to the network or facilities of the Company for the purpose of originating or terminating calls, which includes, but is not limited to, originating or terminating an End User's or Customer's calls, or serving as an intermediate carrier for a Customer in the routing of calls, including but not limited to, originating or terminating calls. Switched Access Service is available to carriers. Switched access service includes services and facilities provided for the origination or termination of any interstate or foreign calls, or provided to assist, as an intermediate carrier, in the routing of such calls, regardless of the technology used in transmission, which may include, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet protocol ("IP") or other technology, or a combination of technologies. Switched Access Service includes, but is not limited to, the functional equivalent of the incumbent local exchange carrier interstate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination; tandem switched transport facility (per mile); tandem switching; common transport multiplexing; common trunk port; dedicated trunk port; and dedicated tandem trunk port. Consistent with 47 C.F.R. § 61.26(a)(3)(ii), Switched Access Services includes, but is not limited to, the origination of calls from, or the termination of calls to, any End User Premises or Customer premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VOIP service, or a non-interconnected VOIP service, that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

For avoidance of any doubt, consistent with 47 C.F.R. § 61.26(a)(1) and (f), the Company provides under this Tariff some (i.e., a portion) or all of the interstate exchange access services used to send traffic to or from an End User, a Customer, or a Customer's end user (in which a "Customer's end user" is not an End User under this tariff).

- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer via Company-provided switched 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.
- 3.1.4 In those situations where a CMRS provider terminates interMTA traffic over the Company's network then the rates, terms and conditions of this tariff will apply.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.2 Provision and Description of Switched Access Service

- 3.2.1 Switched Access Service is provided as a FGD (or the functional equivalent of ILEC FGD) serving arrangement. The provision of FGD Switched Access Service requires transport facilities (for example, Entrance Facilities, DTT facilities, and TST facilities for tandem routed traffic), multiplexing equipment and the appropriate switching functions, including ports, or the functional equivalents of these components/services. It is the responsibility of the Customer seeking dedicated access (e.g., Entrance Facilities and DTT) to obtain these service on its own, or where commercial feasible CLEC shall aid in the provision of such services subject to capacity, space, and power limitations.
- 3.2.2 Serving arrangements are arranged for either originating, terminating or two-way calling. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the customer to determine the directionality.

### 3.2 Provision and Description of Switched Access Service (Continued)

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### 3.2 Provision and Description of Switched Access Service (Continued)

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories

There are two rate categories which apply to Switched Access Service: (C)

- Switched Transport (described in 3.3.1, following)
- End Office (described in 3.3.2, following)

(D)

In addition to the two rate categories, there are rate elements applicable to certain Switched Access services: (C)

- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 3.3.4, following.

Company may bill on a composite basis whereby multiple functions/elements are combined into a single billed rate per access minute. In such cases the total rate per minute will not exceed the sum of the applicable elements per minute. (N)  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport

## A. General Description

The Switched Transport access service category includes tandem switching and common transport between the tandem switch and end office, or any functional equivalent of the incumbent local exchange carrier Switched Transport access service provided by the Company via analogous facilities.

Switched Transport may include the following rate elements: Tandem Switched Transport-Termination, Tandem Switched Transport-Facility, Access Tandem Switching, Common Transport Multiplexing ("CMUX"), and Dedicated Tandem Trunk Port charges.

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## B. [Reserved for Future Use]

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.1 Switched Transport (Continued)

C. [Reserved for Future Use]

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Customers may connect with the Company's Access Tandem on a direct basis (i.e., by choosing to purchase Access Tandem ports dedicated to the sole use of that Customer) or on an indirect basis (i.e., by choosing not to purchase Access Tandem ports dedicated to the sole use of that Customer).

Tandem Switched Transport (TST) provides the common, or shared, transmission facilities between a third party Access Tandem, for example, and a Company Access Tandem (on indirect basis tandem connections only) and between a Company Access Tandem and End Offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers.

The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed.

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport - Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is provided for trunkside services.

## (3) Dedicated Tandem Trunk Port

A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the Customer side of the Access Tandem when the Customer utilizes tandem routing. The DTTP rate is assessed monthly per trunk. Indirect basis Access Tandem ports will always be billed the DTTP on a per minute equivalent basis pursuant to Section 3.6.A herein.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## (4) Common Transport Multiplexing

Common transport multiplexing equipment is utilized on the End Office side of the Access Tandem when common transport is provided between the Access Tandem and the subtending End Offices. Common transport multiplexing may also apply on the Customer side of the Access Tandem on indirect basis tandem connections. This rate is assessed on a per-MOU basis.

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## 3.3.2 End Office

The End Office access service category includes: (1) The switching of calls at the Company's End Office Switch and the delivery of such calls to or from the called party's premises; (2) The routing of calls to the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service or a non-interconnected VoIP service that does not itself seek to collect switched access charges, regardless of the specific functions provided or facilities or technology used; or (3) Any functional equivalent of the incumbent local exchange carrier End Office access service provided by the Company via analogous services.

End Office access service, or its functional equivalent, includes the following rate elements: Local Switching--Originating, Local Switching—Terminating, Common Trunk Port, Interconnection Charge, Information Surcharge, and Dedicated Trunk Port charges. The End Office rate category is composed of the rate elements set forth below based on the functions.

## A. Local Switching

Local Switching provides the local End Office switching functions associated with the various access switching arrangements. The Local Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing End Office switching.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.2 End Office (Continued)

## B. Common Trunk Port

The Common Trunk Port rate provides for the termination of common transport trunks in shared End Office ports. The Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an End Office.

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## C. End Office Dedicated Trunk Port

The End Office Dedicated Trunk Port rate provides for termination of a trunk to a dedicated trunk port in an End Office.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.3 [Reserved for Future Use]

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.4 800 Data Base Access Service

800 Data Base (800 DB) Access Service is an originating service utilizing Trunkside Access which provides for the forwarding of End User dialed 8YYNXXXXXX calls to a customer based on the dialed 8YY number. The basic query includes the 8YY number identification and the appropriate area of service routing for an 800 number based on the geographic origination of the call. The 800 customer may choose to have a call delivered to a single carrier termination or multiple carrier terminations based on a specific LATA, NPA, NPA/NXX, or up to any combination of the same. (T)

The provision of 800 DB Access Service requires the customer's direct access to the Service Management System/800 (SMS/800), or as an alternative, the provision of such service by a Responsible Organization in accordance with the Guidelines for 800 Data Base.

When an 8YY call is originated by an End User, the Company will perform the customer identification function based on the dialed digits and the geographic origination of the call to determine the customer location to which the call is to be routed in accordance with SMS/800 information residing in the Service Control Point (SCP). (T)

The customer has the option of having the dialed 8YY number (i.e., 8YY-NXX-XXXX) or the translated Plain Old Telephone Service (POTS) number (i.e., NPA-NXX-XXXX) delivered. If the translated POTS number is delivered, the customer must request the POTS Translation vertical feature through the Responsible Organization.

The customer's 8YY voice or data traffic may be combined in the same trunk group arrangement with the customer's non-8YY Access Service voice or data traffic or provisioned on a separate trunk group, unless prohibited by technical limitations.

800 DB Access Service originating usage, whether combined with non-8YY Access Service usage on trunk groups or provided using dedicated trunk groups, shall be measured in the same manner as specified for non-8YY Access Service usage over Trunkside Access.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.4 800 Data Base Access Service (Continued)

The Company must be notified twenty-four (24) hours prior to any media stimulation. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, to ensure the provisioning of acceptable service to all telecommunications users of the Company's network services.

**Vertical Features** In addition to the basic carrier identification function, 800 DB Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. Vertical features will be maintained within the SCP when technically feasible.

**Call Handling and Destination Features** allow service subscribers variable routing options by specifying a single carrier, multiple carriers (Exchange and/or Interexchange Carriers), single termination or multiple terminations. Multiple terminations for the variable routing options require the POTS Translation feature. The following variable routing options are available.

- Routing by Originating Telephone Number (NPA-NXX-XXXX)
- Time of Day
- Day of Week
- Specific Date
- Allocation by Percentage

A Call Handling and Destination Feature Query Charge is assessed to the service provider for each 8YY query to the SCP which utilizes one or more of the Call Handling and Destination Features.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.4 Access Ordering

## 3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. 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.
- C. 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:
  - (1) Customer name and premises address(es); (T)
  - (2) Billing name and address (when different from Customer name and address); and
  - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

## 3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and 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:
  - (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. (T)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.4 Access Ordering (Continued)

## 3.4.2 Access Service Date Intervals (continued)

## B. (continued)

(2) For service provided under a Negotiated 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, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b) There is no existing facility connecting the Customer premises with the Company; or
- c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- d) The Company determines that Access Service cannot be installed within the Standard Interval.

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

## 3.4.3 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.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.5 Special Construction or Special Service Arrangements

- 3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 5 of this tariff.

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. Monthly Rates - Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates may be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage assumption of 216,000 MOU per DS1-equivalent circuit. (C)  
(C)  
|  
(C)
- 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, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges - Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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### 3.6 Rate Regulations (Continued)

### 3.6.1 Measurement and Billing of Access Minutes

**(D)**

A.	When measuring originating access minutes over Switched Access Service with SS7 signaling, or its functional equivalent, 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 Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, or its functional equivalent, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the called party or from a Customer's facilities, whichever is applicable and recognized first by the Company. 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 Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.	(C) (C)  (C) (C) (C)
B.	Mileage, where applicable, will be measured in accordance with standard industry practices.	(T)
C.	The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).	(C)       (C)
D.	Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.	(T)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.2 Moves

- A. A move of services involves a change in the physical location of one of the following:

- (1) The Point of Termination at the Customer's premises, or
- (2) The Customer's Premises

(T)

- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

- (1) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

- (2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

- 3.6.4 The terminating Tandem-Switched Transport rate schedules are bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates<sup>1</sup> apply to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.<sup>2</sup> (C)

<sup>1</sup> Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

<sup>2</sup> Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.7 Entrance Facilities and Direct-Trunked Transport Rates and Charges

Nonrecurring and Monthly Recurring Entrance Facilities and Direct-Trunked Transport charges are priced on an Individual Case Basis (ICB).

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory

## 3.8.1 Former BellSouth Areas

(A)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
	Originating	\$146.93
	Terminating	\$0.00
(B)	Dedicated Tandem Trunk Port Per DS1	\$147.75
(C)	Tandem Switching, per minute of use	
	Originating	\$0.0011450
	Terminating - Standard	\$0.0011450
	Terminating - Affil PCL	\$0.0000000 (R)
(D)	Tandem Switched Transport - Termination, per minute of use	
	Originating	\$0.0001680
	Terminating - Standard	\$0.0001680
	Terminating - Affil PCL	\$0.0000000
(E)	Tandem Switched Transport – Facility, per minute of use per mile	
	Originating	\$0.0000200
	Terminating - Standard	\$0.0000200
	Terminating - Affil PCL	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.1 Former BellSouth Areas, (Cont'd.)

(F)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0003800	
	Terminating - Standard	\$0.0003800	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(G)	Common Trunk Port, per minute of use		
	Originating	\$0.0008000	
	Terminating	\$0.0000000	
(H)	Local Switching, per minute of use		
	Originating	\$0.0020890	
	Terminating	\$0.0000000 (R)	
(I)	Carrier Common Line		
	Originating/terminating	\$0.0000000	
(J)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(K)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0042100	
	POTS translation, per query	\$0.0000000	

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.2 Former SBC Areas

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		Standard	\$556.00
		MSAs w/Phase II Pricing Flexibility	\$907.50
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	Originating	\$455.04
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$32.16
(D)	Tandem Switching, per minute of use	Originating	\$0.0002880
		Terminating - Standard	\$0.0002880
		Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	Originating	\$0.0000530
		Terminating - Standard	\$0.0000530
		Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	Originating	\$0.0000030
		Terminating - Standard	\$0.0000030
		Terminating - Affil PCL	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.2 Former SBC Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000470	
	Terminating - Standard	\$0.0000470	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0009000	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0025630	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0025310	
	POTS translation, per query	\$0.0000000	



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.3 Former PacBell Areas

(A)	Dedicated Multiplexing	
		<u>Monthly</u>
		Standard \$283.04
	MSAs w/Phase II Pricing Flexibility	\$381.15
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
		Originating \$265.92
		Terminating \$0.00
(C)	Dedicated Tandem Trunk Port Per DS1	
		\$88.80
(D)	Tandem Switching, per minute of use	
		Originating \$0.0010420
		Terminating - Standard \$0.0010420
		Terminating - Affil PCL \$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	
		Originating \$0.0001300
		Terminating - Standard \$0.0001300
		Terminating - Affil PCL \$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	
		Originating \$0.0000250
		Terminating - Standard \$0.0000250
		Terminating - Affil PCL \$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.3 Former PacBell Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000980	
	Terminating - Standard	\$0.0000980	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0046960	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0026200	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0047770	
	POTS translation, per query	\$0.0000000	

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.4 Former SNET Areas

(A)	Dedicated Multiplexing		
		<u>Monthly</u>	
		Standard	\$550.50
	MSAs w/Phase II Pricing Flexibility		\$786.50
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>		
		Originating	\$140.00
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$56.00
(D)	Tandem Switching, per minute of use		
		Originating	\$0.0006340
		Terminating - Standard	\$0.0006340
		Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use		
		Originating	\$0.0000630
		Terminating - Standard	\$0.0000630
		Terminating - Affil PCL	\$0.0000000 (R)
(F)	Tandem Switched Transport – Facility, per minute of use per mile		
		Originating	\$0.0000030
		Terminating - Standard	\$0.0000030
		Terminating - Affil PCL	\$0.0000000 (R)

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.4 Former SNET Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000820	
	Terminating - Standard	\$0.0000820	
	Terminating - Affil PCL	\$0.0000000 (R)	
			(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0014000	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0031330	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0033930	
	POTS translation, per query	\$0.0012000	

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.5 Former Nevada Bell Areas

(A)	Dedicated Multiplexing		<u>Monthly</u>
		Standard	\$131.25
		MSAs w/Phase II Pricing Flexibility	\$574.75
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	Originating	\$330.24
		Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$28.80
(D)	Tandem Switching, per minute of use	Originating	\$0.0010620
		Terminating - Standard	\$0.0010620
		Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	Originating	\$0.0001200
		Terminating - Standard	\$0.0001200
		Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	Originating	\$0.0000080
		Terminating - Standard	\$0.0000080
		Terminating - Affil PCL	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.5 Former Nevada Bell Areas, (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000180	
	Terminating - Standard	\$0.0000180	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0016630	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0013420	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0051770	
	POTS translation, per query	\$0.0000000	

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Patrick Chicas, President  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

## 3.8.6 Former Ameritech Areas

(A)	Dedicated Multiplexing Standard	\$515.00
	MSAs w/Phase II Pricing Flexibility	
	(Illinois)	\$943.80
	(Indiana & Wisconsin)	\$968.00
	(Michigan & Ohio)	\$961.95
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup>	
	Originating	\$118.09
	Terminating	\$0.00
(C)	Dedicated Tandem Trunk Port, per DS1	
		\$62.36
(D)	Tandem Switching, per minute of use	
	Originating	\$0.0011160
	Terminating - Standard	\$0.0011160
	Terminating - Affil PCL	\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination, per minute of use	
	Originating	\$0.0001030
	Terminating - Standard	\$0.0001030
	Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile	
	Originating	\$0.0000140
	Terminating - Standard	\$0.0000140
	Terminating - Affil PCL	\$0.0000000
(G)	Common Transport Multiplexing (DS3/DS1), per minute of use	
	Originating	\$0.0000170
	Terminating - Standard	\$0.0000170
	Terminating - Affil PCL	\$0.0000000
(H)	Common Trunk Port, per minute of use	
	Originating	\$0.0003710
	Terminating	\$0.0000000
(I)	Local Switching, per minute of use	
	Originating	\$0.0031160
	Terminating	\$0.0000000

<sup>1</sup> The Dedicated Trunk Port is billed as originating and terminating based on a Percent Originating Usage (POU) factor of 50%.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.8 Other Access Service Rates and Charges – AT&amp;T Territory, (Cont'd.)

3.8.6	Former Ameritech Areas, (Cont'd.)		(N)
(J)	Carrier Common Line, per minute of use	\$0.0000000	
(K)	Interconnection Charge, per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0023040	
	POTS translation, per query	\$0.0000000	(N)



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest) Territory

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		\$200.00	\$252.37
(B)	Dedicated Trunk Port Per DS1		\$72.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$144.00
(D)	Tandem Switching, per minute of use		
		Originating	\$0.0022520
		Terminating - Standard	\$0.0022520
		Terminating - Affil PCL	\$0.0000000 ( <b>R</b> )
(E)	Tandem Switched Transport - Termination, per minute of use		
		Originating	\$0.0002400
		Terminating - Standard	\$0.0002400
		Terminating - Affil PCL	\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile		
		Originating	\$0.0000300
		Terminating - Standard	\$0.0000300
		Terminating - Affil PCL	\$0.0000000

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Other Access Service Rates and Charges - CenturyLink (former Qwest), (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1), per minute of use		(C)
	Originating	\$0.0000360	
	Terminating - Standard	\$0.0000360	
	Terminating - Affil PCL	\$0.0000000 (R)	(C)
(H)	Common Trunk Port, per minute of use		
	Originating	\$0.0007470	
	Terminating	\$0.0000000	
(I)	Local Switching, per minute of use		
	Originating	\$0.0019740	
	Terminating	\$0.0000000 (R)	
(J)	Carrier Common Line		
	Per minute of use	\$0.0000000	
(K)	Interconnection Charge		
	Per minute of use	\$0.0000000	
(L)	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0040530	
	POTS translation, per query	\$0.0020915	

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.10 Other Access Service Rates and Charges – Verizon Territory

## 3.10.1 Former Bell Atlantic Areas

(A)	Dedicated Multiplexing	<u>NRC</u>	<u>Monthly</u>
		\$1.00	\$900.00
(B)	Dedicated Trunk Port, per DS1 <sup>1</sup> Originating Terminating		\$270.00
			\$0.00
(C)	Dedicated Tandem Trunk Port Per DS1		\$300.00
(D)	Tandem Switching, per minute of use Originating Terminating - Standard Terminating - Affil PCL		\$0.0015740
			\$0.0015740
			\$0.0000000 (R)
(E)	Tandem Switched Transport - Termination Per minute of use		\$0.0000000
(F)	Tandem Switched Transport – Facility, per minute of use per mile Originating Terminating - Standard Terminating - Affil PCL		\$0.0000020
			\$0.0000020
			\$0.0000000

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.10 Other Access Service Rates and Charges – Verizon Territory, (Cont'd.)

## 3.10.1 Former Bell Atlantic Areas (Cont'd.)

(G)	Common Transport Multiplexing (DS3/DS1) Per minute of use	\$0.0000000
(H)	Common Trunk Port, per minute of use Originating Terminating	\$0.0016880 \$0.0000000
(I)	Local Switching, per minute of use Originating Terminating (CT, MA, NY, RI) <sup>1</sup> Terminating (DC, DE, MD, NJ, PA, VA) <sup>1</sup>	\$0.0024060 \$0.0000000 ( <b>R</b> ) \$0.0000000 ( <b>R</b> )
(J)	Carrier Common Line Per minute of use	\$0.0000000
(K)	Interconnection Charge Per minute of use	\$0.0000000
(L)	Database Charges LNP Query - per query 800 Query Basic, per query POTS translation, per query	\$0.0020020 \$0.0043560 \$0.0019890

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

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory (T)

## 3.11.1 Dedicated Multiplexing

Standard	<u>NRC</u>	<u>Monthly</u>
CA	\$450.00	\$162.30
FL	\$450.00	\$370.00
TX	\$450.00	\$419.15
MSAs w/Phase II Pricing Flexibility	<u>NRC</u>	<u>Monthly</u>
CA	\$450.00	\$198.40
FL	\$450.00	\$381.60
TX	\$450.00	\$461.10

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.) (T)

## 3.11.2 Dedicated Trunk Port, per DS1

All States

Originating

Terminating

Monthly

\$300.00

\$0.00

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.3 Dedicated Tandem Trunk Port, per DS1

All States	<u>Monthly</u> \$300.00
------------	----------------------------

## 3.11.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
CA	\$0.0015740	\$0.0015740	\$0.00000000 (R)
FL	\$0.0015740	\$0.0015740	\$0.00000000 (R)
TX	\$0.0015740	\$0.0015740	\$0.00000000 (R)

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.5 Tandem Switched Transport - Termination, per minute of use

All States	\$0.0000000
------------	-------------

## 3.11.6 Tandem Switched Transport – Facility, per minute of use per mile

All States		(C)
Originating	\$0.0000020	
Terminating - Standard	\$0.0000020	
Terminating - Affil PCL	\$0.0000000 (R)	(C)

## 3.11.7 Common Transport Multiplexing (DS3/DS1), per minute of use

All States	\$0.0000000
------------	-------------

## 3.11.8 Common Trunk Port, per minute of use

All States	
Originating	\$0.0016920
Terminating	\$0.0000000



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.)

## 3.11.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u> <sup>1</sup>
CA	\$0.0019019	\$0.0000000 (R)
FL	\$0.0020995	\$0.0000000 (R)
TX	\$0.0024060	\$0.0000000 (R)

## 3.11.10 Carrier Common Line, per minute of use

Originating – All States	\$0.0000000
Terminating – All States	\$0.0000000

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

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.11 Other Access Service Rates and Charges - Frontier (former Verizon GTE) Territory, (Cont'd.) (T)

## 3.11.11 Interconnection Charge, per minute of use

	<u>Monthly</u>
All States	\$0.0000000

## 3.11.12 Database Charges

	<u>Monthly</u>
LNP Query - per query (All States)	\$0.0020020
800 Query – CA	
Basic, per query	\$0.0086681
POTS translation, per query – (All States)	\$0.0000000
800 Query – FL	
Basic, per query	\$0.0043560
800 Query – TX	
Basic, per query	\$0.0043560

---

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq)

## 3.12.1 Dedicated Multiplexing

Standard	<u>NRC</u>	<u>Monthly</u>
FL	\$100.00	\$245.00
TX	\$200.00	\$259.00
OR, WA	\$180.50	\$410.00
MSAs w/Phase II Pricing Flexibility		
FL	\$100.00	\$460.00
NV (Central)	\$99.00	\$350.00

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.2 Dedicated Trunk Port, per DS1

	<u>Monthly</u>
FL	\$46.79 <b>(R)</b>
TX	\$46.70 <b>(R)</b>
OR, WA	\$50.00 <b>(R)</b>
MSAs w/Phase II Pricing Flexibility	
FL	\$80.00 <b>(R)</b>
NV	\$72.50 <b>(R)</b>

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
FL	\$93.58
TX	\$93.40
OR, WA	\$100.00
MSAs w/Phase II Pricing Flexibility	
FL	\$160.00
NV	\$145.00

## 3.12.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
FL	\$0.0013380	\$0.0013380	\$0.0000000 (R)
NV	\$0.0021060	\$0.0021060	\$0.0000000 (R)
TX	\$0.0003620	\$0.0003620	\$0.0000000 (R)
OR, WA	\$0.0001600	\$0.0001600	\$0.0000000 (R)

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
3.12.5 Tandem Switched Transport - Termination, per minute of use			
FL	\$0.0004380	\$0.0004380	\$0.0000000
NV	\$0.0003330	\$0.0003330	\$0.0000000
TX	\$0.0002350	\$0.0002350	\$0.0000000 <b>(R)</b>
OR, WA	\$0.0002550	\$0.0002550	\$0.0000000 <b>(R)</b>
3.12.6 Tandem Switched Transport – Facility, per minute of use per mile			
FL	\$0.0000550	\$0.0000550	\$0.0000000
NV	\$0.0000170	\$0.0000170	\$0.0000000
TX	\$0.0000210	\$0.0000210	\$0.0000000
OR & WA	\$0.0000350	\$0.0000350	\$0.0000000
3.12.7 Common Transport Multiplexing (DS3/DS1), per termination			
FL	\$0.0003600	\$0.0003600	\$0.0000000
NV	\$0.0000960	\$0.0000960	\$0.0000000
TX	\$0.0002350	\$0.0002350	\$0.0000000
OR & WA	\$0.0002400	\$0.0002400	\$0.0000000

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.8 Common Trunk Port, per minute of use

	<u>Originating</u>	<u>Terminating</u>
FL	\$0.0005570	\$0.0000000
NV	\$0.0003630	\$0.0000000
TX	\$0.0004980	\$0.0000000
OR, WA	\$0.0004280	\$0.0000000

## 3.12.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u>
FL	\$0.0035680	\$0.0000000 (R)
NV	\$0.0041300	\$0.0000000 (R)
TX	\$0.0039830	\$0.0000000 (R)
OR, WA	\$0.0037700	\$0.0000000 (R)

## 3.12.10 Carrier Common Line, per minute of use

All	\$0.0000000
-----	-------------

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.12 Other Access Service Rates and Charges - CenturyLink Territory (Former Embarq), (Cont'd.)

## 3.12.11 Interconnection Charge, per minute of use

ALL	\$0.0000000
-----	-------------

## 3.12.12 Database Charges

LNP Query - per query (all states)	\$0.0020020
800 Query - FL	
Basic, per query	\$0.0088430
POTS translation, per query	\$0.0014080
800 Query - NV	
Basic, per query	\$0.0120720
POTS translation, per query	\$0.0013420
800 Query - TX	
Basic, per query	\$0.0076870
POTS translation, per query	\$0.0012960
800 Query - OR, WA	
Basic, per query	\$0.0082520
POTS translation, per query	\$0.0014770

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410 South Rampart, Suite 390  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.13 Other Access Service Rates and Charges – Consolidated (Former Fairpoint) Territory (T)

## 3.13.1 Dedicated Multiplexing

<u>NRC</u>	<u>Monthly</u>
\$1.00	\$775.00

## 3.13.2 Dedicated Trunk Port, per DS1

\$163.92

## 3.13.3 Dedicated Tandem Trunk Port, per DS1

\$300.00

## 3.13.4 Tandem Switching, per minute of use

Originating

\$0.0016000

Terminating - Standard

\$0.0016000

Terminating - Affil PCL

\$0.0000000 (R)

## 3.13.5 Tandem Switched Transport - Termination, per minute of use

\$0.0000000

## 3.13.6 Tandem Switched Transport – Facility, per minute of use per mile

Originating

\$0.0000030

Terminating - Standard

\$0.0000030

Terminating - Affil PCL

\$0.0000000

## 3.13.7 Common Transport Multiplexing (DS3/DS1), per minute of use

\$0.0000000

## 3.13.8 Common Trunk Port, per minute of use

Originating

\$0.0015950

Terminating

\$0.0000000

## 3.13.9 Local Switching, per minute of use

Originating

\$0.0022640

Terminating

\$0.0000000

## 3.13.10 Carrier Common Line, per minute of use

\$0.0000000

## 3.13.11 Interconnection Charge, per minute of use

\$0.0000000

## 3.13.12 Database Charges

LNP Query - per query

\$0.0020020

800 Query

Basic, per query

\$0.0037020

POTS translation, per query

\$0.0009910

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.14 Other Access Service Rates and Charges – Cincinnati Bell Territory

## 3.14.1 Dedicated Multiplexing

Monthly  
\$678.02

## 3.14.2 Dedicated Trunk Port, per DS1

\$78.00

## 3.14.3 Dedicated Tandem Trunk Port, per DS1

\$147.84

## 3.14.4 Tandem Switching, per minute of use

Originating

\$0.0020010

Terminating - Standard

\$0.0020010

Terminating - Affil PCL

\$0.0000000 (R)

## 3.14.5 Tandem Switched Transport - Termination, per minute of use

Originating

\$0.0006000

Terminating - Standard

\$0.0006000

Terminating - Affil PCL

\$0.0000000

## 3.14.6 Tandem Switched Transport – Facility, per minute of use per mile

Originating

\$0.0001170

Terminating - Standard

\$0.0001170

Terminating - Affil PCL

\$0.0000000

## 3.14.7 Common Transport Multiplexing (DS3/DS1), per minute of use

Originating

\$0.0002400

Terminating - Standard

\$0.0002400

Terminating - Affil PCL

\$0.0000000

## 3.14.8 Common Trunk Port, per minute of use

Originating

\$0.0009680

Terminating

\$0.0000000

## 3.14.9 Local Switching, per minute of use

Originating

\$0.0038625

Terminating

\$0.0000000

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.14	Other Access Service Rates and Charges – Cincinnati Bell Territory, (Cont'd.)		(N)
3.14.10	Carrier Common Line, per minute of use	\$0.0000000	
3.14.11	Interconnection Charge, per minute of use	\$0.0000000	
3.14.12	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query		
	Basic, per query	\$0.0023910	
	POTS translation, per query	\$0.0002000	(N)

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.15 Other Access Service Rates and Charges - Frontier (former Verizon) Territory

## 3.15.1 Dedicated Multiplexing

Standard	<u>NRC</u>	<u>Monthly</u>
OH	\$450.00	\$300.40
WA	\$450.00	\$543.80
MSAs w/Phase II Pricing Flexibility	<u>NRC</u>	<u>Monthly</u>
OH	\$450.00	\$360.50
WA	\$450.00	\$535.70

3.15.2 Dedicated Trunk Port, per DS1<sup>1</sup>

	<u>Monthly</u>
OH	\$288.00
WA	\$300.00

## 3.15.3 Dedicated Tandem Trunk Port, per DS1

	<u>Monthly</u>
OH	\$177.60
WA	\$216.00

## 3.15.4 Tandem Switching, per minute of use

	<u>Originating</u>	<u>Terminating Standard</u>	<u>Terminating Affil PCL</u>
OH	\$0.0024000	\$0.0024000	\$0.0000000 (R)
WA	\$0.0036642	\$0.0036642	\$0.0000000 (R)

<sup>1</sup>Rate will only apply to the portion associated with originating usage.

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.15 Other Access Service Rates and Charges - Frontier (former Verizon) Territory, (Cont'd.)

## 3.15.5 Tandem Switched Transport - Termination, per minute of use

All States	\$0.0000000
------------	-------------

## 3.15.6 Tandem Switched Transport – Facility, per minute of use per mile

All States		(C)
Originating	\$0.0000020	
Terminating - Standard	\$0.0000020	
Terminating - Affil PCL	\$0.0000000 (R)	(C)

## 3.15.7 Common Transport Multiplexing (DS3/DS1), per minute of use

All States	\$0.0000000
------------	-------------

## 3.15.8 Common Trunk Port, per minute of use

	<u>Originating</u>	<u>Terminating</u>	(C)
OH	\$0.0015479	\$0.0000000	
WA	\$0.0003861	\$0.0000000	(C)

## 3.15.9 Local Switching, per minute of use

	<u>Originating</u>	<u>Terminating</u>
OH	\$0.0022077	\$0.0000000
WA	\$0.0018654	\$0.0000000

## 3.15.10 Carrier Common Line, per minute of use

Originating – All States	\$0.0000000
Terminating – All States	\$0.0000000

## 3.15.11 Interconnection Charge, per minute of use

	<u>Monthly</u>
All States	\$0.0000000

## 3.15.12 Database Charges

	<u>Monthly</u>
LNP Query - per query (All States)	\$0.0020020
800 Query – OH	
Basic, per query	\$0.0085684
800 Query – WA	
Basic, per query	\$0.0099138

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.16	Other Access Service Rates and Charges – ACS of Anchorage		(N)
3.16.1	Dedicated Multiplexing	216.02	
3.16.2	Dedicated Trunk Port, per DS1	\$55.92	
3.16.3	Dedicated Tandem Trunk Port, per DS1	\$61.68	
3.16.4	Tandem Switching, per minute of use		
	Originating	\$0.0388940	
	Terminating - Standard	\$0.0388940	
	Terminating - Affil PCL	\$0.0000000	
3.16.5	Tandem Switched Transport - Termination, per minute of use		
	Originating	\$0.0016570	
	Terminating - Standard	\$0.0016570	
	Terminating - Affil PCL	\$0.0000000	
3.16.6	Tandem Switched Transport – Facility, per minute of use per mile		
	Originating	\$0.0004360	
	Terminating - Standard	\$0.0004360	
	Terminating - Affil PCL	\$0.0000000	
3.16.7	Common Transport Multiplexing (DS3/DS1), per minute of use		
	Originating	\$0.0001550	
	Terminating - Standard	\$0.0001550	
	Terminating - Affil PCL	\$0.0000000	
3.16.8	Common Trunk Port, per minute of use	\$0.0000000	
3.16.9	Local Switching, per minute of use		
	Originating	\$0.0037350	
	Terminating	\$0.0000000	
3.16.10	Carrier Common Line, per minute of use	\$0.0000000	
3.16.12	Database Charges		
	LNP Query - per query	\$0.0020020	
	800 Query, per query	\$0.0007270	(N)

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES

4.1 End User Access Charge

The Company recovers some of the costs of the telephone network through a monthly charge called the End User Access Charge. The End User Access Charge is assessed to end users in connection with local exchange service offerings.

The End User Access Charge will be 15% of the basic local exchange service charge assessed to the end user.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 4.2 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a percentage of its retail revenues to support the Universal Service Fund (USF). The Company 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/omd/contribution-factor.html>.

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## SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 4.3 Billing Name and Address

## 4.3.1 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.

## 4.3.2 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. (T)
- 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 nonmarketing purposes.

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 4.3 Billing Name and Address (Continued)

## 4.3.2 (Continued)

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. (T)

## 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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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 4.3 Billing Name and Address (Continued)

## 4.3.3 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 4.3.4 following.

## 4.3.4 Rates and Charges

		BNA Request <u>Manual</u>	BNA Request <u>Mechanized</u>
Billing Name and Address for ANI			
-	Per Order	\$50.94	ICB
-	Per Record	\$ 0.33	ICB

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

4.4 PIC Change Charge

Nonrecurring Charge per Change, per line or trunk: \$5.00

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410 South Rampart, Suite 390  
Las Vegas, NV 89145

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**SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION****5.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

**5.2 Special Service Arrangements**

5.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

5.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

5.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**5.3 Non-Routine Installation Charges**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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 or night hours, additional charges may apply.

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SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)

## 5.4 Special Construction Charges

## 5.4.1 General

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (4) in a quantity greater than that which the Company would normally construct;
  - (5) on an expedited basis;
  - (6) on a temporary basis until permanent facilities are available;
  - (7) involving abnormal costs;
  - (8) in advance of its normal construction; or
  - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

# Exhibit 9

**Petition of Verizon and AT&T To Suspend and Reject  
Wide Voice's Revised Tariff, *Wide Voice, LLC April 10, 2019*  
*Access Charge Tariff Filing, Transmittal No. 9* (Apr. 17, 2019)**

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

Accepted / Filed

APR 17 2019

Federal Communications Commission  
Office of the Secretary

In the Matter of

Wide Voice, LLC April 10, 2019 Access  
Charge Tariff Filing, Transmittal No. 9

WC Docket No. 19-\_\_

**PETITION OF VERIZON AND AT&T TO SUSPEND  
AND REJECT WIDE VOICE'S REVISED TARIFF**

Pursuant to § 1.773 of the Commission's rules,<sup>1</sup> Verizon and AT&T request that the Commission suspend and reject the April 10, 2019 tariff filing of Wide Voice, LCC ("Wide Voice"), which is attached to this Petition as Exhibit A. Wide Voice's tariff filing is unlawful for at least four reasons:

- 1) Wide Voice violates the Commission's step-down and benchmark rules by charging more than \$0 for certain tandem-switched access traffic.
- 2) Wide Voice unlawfully claims a right to block traffic based on its unilateral determination of what qualifies as a good faith dispute.
- 3) Wide Voice's dispute resolution provisions requiring customers to dispute within a "reasonable" time and to pay disputed charges are unlawfully vague, unlawfully shorten the statute of limitations period, and conflict with Commission precedent.
- 4) Wide Voice's attempt to bill flat-rate monthly charges by applying an arbitrary usage factor results in unlawful rates that far exceed the competing ILEC's rates.

These unlawful provisions share a common feature — they reflect Wide Voice's efforts to avoid the transition to bill-and-keep and collect higher rates than the Commission has authorized, including by making it more difficult for customers to challenge Wide Voice's unlawful actions.

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<sup>1</sup> 47 C.F.R. § 1.773(a).



*First*, in § 3.6.4, Wide Voice claims the right to charge its various standard tandem-switched access rate elements (which total as much as \$0.004684 per minute) when it terminates switched access traffic at a Wide Voice end office switch that also routes through a Wide Voice tandem switch. That tariff provision is unlawful. Under the Commission’s rules, including §§ 51.907(h), 51.911(c), and 61.26(b), the lawful rate for such traffic is \$0 — that is, such traffic is subject to bill-and-keep.

*Second*, in §§ 2.10.4(A), 2.14.3, and 2.14.4, Wide Voice claims the right to block calls on five days’ notice after Wide Voice unilaterally declares that a customer did not act in “good faith” in disputing Wide Voice’s bills. Wide Voice’s effort to vest itself with the authority to declare a customer’s dispute not in good faith — and, therefore, to arrogate to itself the right to block that customer’s traffic unless the customer pays all disputed amounts within five days — is unjust and unreasonable, improperly shifts to customers Wide Voice’s obligation to file lawful tariffs, and conflicts with both the Commission’s rules for five-month complaints and the Commission’s strong policy against call blocking as a means to resolve payment disputes.

*Third*, Wide Voice’s tariff filing retains two unlawful dispute resolution provisions. In § 2.10.4(A), Wide Voice purports to make its invoices “binding” on a customer unless Wide Voice receives written disputes within a “reasonable period of time.” This provision is doubly unlawful: it is vague in violation of § 61.2(a) and, to the extent it has any meaning, seeks unlawfully to shorten the two-year limitations period in 47 U.S.C. § 415. In § 2.10.4(B), Wide Voice purports to require a customer, when it “submit[s] a good faith dispute,” to “tender payment . . . for any disputed charges.” The Commission has previously held that carriers cannot require customers to pay disputed charges before those disputes are resolved.

*Fourth*, in § 3.6(A), Wide Voice claims the right to bill flat-rated, monthly charges in a way that enables it to charge more than the flat rate charged by the competing ILEC, in violation of § 61.26(b). Although Wide Voice has nominally mirrored the competing ILEC’s monthly flat rates, its tariff — but not the ILEC’s tariff — applies the monthly flat-rate charges to the first 216,000 minutes of use per month; beyond that, Wide Voice pro-rates the ostensibly flat-rated charges against the additional minutes. The result is that Wide Voice’s effective rate is almost double that of the competing ILEC, in violation of § 61.26(b).

The Commission should suspend Wide Voice’s tariff filing pursuant to § 1.773(a)(ii); reject tariff provisions §§ 2.10, 2.14, 3.6(A), and 3.6.4 as unlawful; and require Wide Voice to promptly file a new tariff that complies with the relevant Commission rules and orders.

## **BACKGROUND**

### **A. The CAF Order and the Transition to Bill-and-Keep**

As the Commission has explained, in the 2011 *CAF Order*,<sup>2</sup> “the Commission comprehensively reformed its intercarrier compensation regime and adopted a timeline for transitioning to a uniform national ‘bill-and-keep’ framework for telecommunications traffic exchanged with local exchange carriers (LECs).”<sup>3</sup> “Bill-and-keep brings market discipline to intercarrier compensation because it ensures that the customer who chooses a network pays the network for the services the subscriber receives.”<sup>4</sup>

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<sup>2</sup> Report and Order and Further Notice of Proposed Rulemaking, *Connect America Fund*, 26 FCC Rcd 17663 (2011) (“*CAF Order*”).

<sup>3</sup> Memorandum Opinion and Order, *Level 3 Commc’ns, LLC v. AT&T Inc.*, 33 FCC Rcd 2388, ¶ 1 (2018) (“*Level 3 Order*”).

<sup>4</sup> *CAF Order* ¶ 742; *see also id.* ¶ 745 (“a bill-and-keep framework helps reveal the true cost of the network”); *id.* ¶ 752 (bill-and-keep “better reflects the incremental cost of termination, reducing arbitrage incentives”) (footnote omitted); *id.* ¶ 756 (“Under bill-and-keep, ‘success in the marketplace will reflect a carrier’s ability to serve customers efficiently, rather than its ability to extract payments from other carriers.’”).

The *CAF Order* adopted a seven-year transition to bill-and-keep for terminating switched access services, which was “where the most acute intercarrier compensation problems, such as arbitrage, currently arise.”<sup>5</sup> The transition period “required price cap carriers to reduce — or ‘step down’ — a subset of their terminating tandem switching and transport charges in year six of the transition plan and to further reduce those same charges to zero (i.e., bill-and-keep) in year seven.”<sup>6</sup> Under Step Seven, which is codified in § 51.907(h), when a price cap LEC provides end office switching on a call routed through a tandem that it owns, the price cap LEC cannot charge any rate — that is, the applicable rate is \$0.<sup>7</sup>

## **B. The CLEC Benchmark Rule**

Step Seven in § 51.907(h) binds a CLEC like Wide Voice, which benchmarks its rates under § 61.26 to those of a price cap ILEC.

In the *CAF Order*, the Commission explained that the step-down rates and transition to bill-and-keep apply to “Price Cap Carriers and CLECs that benchmark access rates to price cap carriers,”<sup>8</sup> and recognized that its intercarrier compensation reforms “will generally apply to competitive LECs via the CLEC benchmarking rule,” which is codified in § 61.26.<sup>9</sup> Section 61.26 — or the “CLEC Benchmark Rule” — provides that “a CLEC shall not file a tariff for its

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<sup>5</sup> *Id.* ¶ 800; *see also* Memorandum Opinion and Order, *Iowa Network Access Div., Tariff F.C.C. No. 1*, 33 FCC Rcd 7517, ¶ 6 (2018) (noting that *CAF Order* “required LECs to adjust, over a period of years, many of their terminating switched access charges, effective on July 1 of each of those years, with the ultimate goal of transitioning to a bill-and-keep regime”).

<sup>6</sup> *Level 3 Order* ¶ 2.

<sup>7</sup> *Id.*

<sup>8</sup> *CAF Order* ¶ 801 fig. 9.

<sup>9</sup> *Id.* ¶ 807.

interstate switched exchange access services that prices those services above” the “rate charged for such services by the competing ILEC.”<sup>10</sup>

Further, the *CAF Order* promulgated § 51.911(c), which provides that, beginning July 1, 2013, “all Competitive Local Exchange Carrier Access Reciprocal Compensation rates for switched exchange access services subject to this subpart shall be no higher than the Access Reciprocal Compensation rates charged by the competing incumbent local exchange carrier, in accordance with the same procedures specified in § 61.26.”

### **C. Wide Voice’s Tariff**

On April 10, 2019, Wide Voice filed an amended tariff that made several material changes at issue in this Petition. *See* Ex. A.

**1. Section 3.6.4:** Wide Voice claims that it may charge non-zero rates for *all* traffic that it terminates through its tandem, unless the traffic terminates to an end office operated by a Wide Voice affiliate that is a price cap ILEC. Because no such affiliate exists, Wide Voice claims that it is never subject to the bill-and-keep rule in Step Seven.

Specifically, the first paragraph of § 3.6.4 provides that Wide Voice’s terminating rate schedules are “bifurcated into ‘Standard’ and ‘Affil PCL’ rates.” The “Standard” rates include a number of non-zero rate elements that sum to as much as \$0.004684 per minute of use, while the “Affil PCL” rate elements are all \$0.<sup>11</sup> Section 3.6.4 then specifies that the “Affil PCL” rate elements only apply “to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier,” while “[a]ll other terminating Tandem-Switched Transport traffic is

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<sup>10</sup> 47 C.F.R. § 61.26(b)(1); *see also* Seventh Report and Order and Further Notice of Proposed Rulemaking, *Access Charge Reform*, 16 FCC Rcd 9923 (2001).

<sup>11</sup> *See* Wide Voice FCC Tariff No. 3, §§ 3.8-3.10.

subject to the Standard terminating Tandem-Switched Transport rates.” Again, Wide Voice has no price cap LEC affiliates.

Wide Voice then proposes to add three argumentative paragraphs to § 3.6.4, which attempt to justify Wide Voice’s claim that it is never subject to Step Seven. Finally, Wide Voice adds a chart to § 3.6.4 “to avoid any ambiguity regarding how Wide Voice applies its bifurcated tandem-switched transport rates.” The chart confirms that Wide Voice’s position is that it is subject to Step Seven in only one circumstance (that never actually occurs) — where Wide Voice is the “Tandem Provider” and the “Terminating carrier/provider” is an “Affiliated Price Cap LEC”:

<b>Terminating carrier/provider</b>	<b>Tandem Provider</b>	<b>Tandem/Transport Rates</b>
Wide Voice	Wide Voice	Standard
Wide Voice	Unaffiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Affiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Unaffiliated CLEC	Standard (as tariffed by the CLEC)
Wide Voice	Affiliated CLEC	Standard (as tariffed by the CLEC)
Unaffiliated Price Cap LEC	Wide Voice	Standard
Affiliated Price Cap LEC	Wide Voice	Affil PCL
Unaffiliated CLEC	Wide Voice	Standard
Affiliated CLEC	Wide Voice	Standard
Unaffiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Affiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Unaffiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated CMRS	Wide Voice	Standard
Unaffiliated CMRS	Wide Voice	Standard

This Petition challenges Wide Voice’s tariff with respect to traffic that follows the call path reflected in the first row of the chart: when Wide Voice is both the terminating carrier and the tandem provider. In that circumstance, no different from the price cap ILECs to which it must benchmark, Wide Voice is subject to bill-and-keep and must apply its “Affil PCL” rate elements that total \$0, not its “Standard” rate elements that total as much as \$0.004684 per minute.

2. **Sections 2.10 and 2.14:** Wide Voice’s revised tariff also made several changes and additions to its dispute resolution provision set forth in § 2.10. First, § 2.10.4(A) narrows the definition of what Wide Voice considers to be a “good faith” dispute. Wide Voice requires its customers to provide “the specific items on the bill being disputed, the specific reason for disputing that charge, and all necessary supporting documentation.” Wide Voice also asserts that what it deems as “[g]eneric allegations, such as those regarding noncompliance with FCC Rules or Orders, e.g., ‘billing does not comply with the FCC’s USF/ICC Order’ are insufficient.” And Wide Voice requires a “separate letter of dispute . . . for each and every individual bill that the Customer wishes to dispute,” even if the bases for the disputes recur monthly.

Even where Wide Voice views a customer’s dispute as having been raised in good faith, § 2.10.4(A)(3) provides that the dispute loses that status if the customer does not “initiate” a complaint before the Commission “within 30 days” after Wide Voice denies the dispute.<sup>12</sup> Specifically, Wide Voice purports to require the customer to “utilize the FCC’s complaint process (47 CFR. §§ 1.720 – 1.740) to challenge the lawfulness of this tariff” within those 30 days.

Whenever Wide Voice contends that a customer that has not paid billed amounts has raised a dispute that is not in good faith, §§ 2.14.3 and 2.14.4 purport to give Wide Voice the right to “discontinue service” — by “no longer rout[ing] any [of the Customer’s] traffic” — on “five (5) days written notice.” The customer has those five days to pay all disputed amounts to prevent Wide Voice from blocking its traffic and forcing the “Customer to provide for alternate routing of traffic originating from or terminating to the Company’s network.”

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<sup>12</sup> The tariff defines the “Initial Dispute Period” as “the first 30 days immediately following receipt of a good faith billing dispute,” during which “the Customer and the Company will work together to resolve issues in a timely manner.” § 2.10.4(A)(1).

Wide Voice's tariff filing also retains two provisions concerning the timing and manner in which customers can dispute Wide Voice's billing practices. *First*, § 2.10.4(A) provides that "[a]ll bills are presumed accurate and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company." The provision then defines "notice of a good faith dispute" as "written notice to the Company's contact within a reasonable period of time after the invoice has been issued." *Second*, § 2.10.4(B) provides that, "[p]rior to or at the time of submitting a good faith dispute, Customer shall tender payment . . . for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network."

**3.     Section 3.6(A):** Wide Voice's revised tariff retains § 3.6(A), governing "Monthly Rates," which are "typically flat recurring rates that apply each month or fraction thereof that a specific rate element is provided." Section 3.6(A) provides that flat recurring rates "will be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage factor of 216,000 MOU per DS1-equivalent circuit per month." Wide Voice's tariff filing adds an argumentative footnote to § 3.6(A), which asserts that CLECs have the "ability to establish [their] own rate structure" and that the 216,000 MOU cap is "based on the well-documented 9,000 MOU per DS0 per month factor used by the FCC for many years."

## **ARGUMENT**

### **I.     WIDE VOICE'S TARIFF VIOLATES THE COMMISSION'S STEP-DOWN AND BENCHMARK RULES**

Section 3.6.4 of Wide Voice's tariff unlawfully purports to authorize Wide Voice to charge terminating switched access rates that §§ 51.907(h), 51.911(c), and 61.26(b) prohibit. The Commission should suspend and reject § 3.6.4 and require Wide Voice to submit a revised tariff that complies with the Step Seven step-down and the CLEC Benchmark Rule.

Wide Voice’s revised § 3.6.4 (with the new argumentative paragraphs and chart) confirm that, under Wide Voice’s tariff, bill-and-keep applies to tandem-routed traffic only in a situation that never exists: when Wide Voice is the tandem provider and the terminating carrier is a Wide Voice-affiliated price cap LEC. Because there are no Wide Voice-affiliated price cap LECs, Wide Voice’s tariff purports *never* to require Wide Voice to bill the “Affil PCL” rate elements, which implement the Commission’s bill-and-keep regime. Instead, Wide Voice claims that the Commission’s rules grant it the right to charge non-zero “Standard” rate elements for *all* traffic traversing both Wide Voice tandem and end office switches, even though competing ILECs now charge \$0 for identical terminating traffic.

That is incorrect: as the Commission made clear in § 51.911(c), § 51.907(h) binds Wide Voice through the CLEC Benchmark Rule, which provides that “a CLEC shall not file a tariff for its interstate switched exchange access services that prices those services above” the “rate charged for such services by the competing ILEC.”<sup>13</sup> The syllogism is straightforward: Because a price cap ILEC is subject to bill-and-keep when it terminates a call at its end office switch that routed through its tandem switch, a CLEC like Wide Voice that benchmarks to price cap ILECs<sup>14</sup> “shall not file a tariff” that authorizes it to impose non-zero terminating rates when it routes traffic through both its tandem and end office switches. This is consistent with the *CAF Order*, in which the Commission made clear that the step-down rates apply to “**Price Cap Carriers and CLECs that benchmark access rates to price cap carriers**”<sup>15</sup> and further noted that the

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<sup>13</sup> 47 C.F.R. § 61.26(b)(1).

<sup>14</sup> See Wide Voice Tariff F.C.C. No. 3, § 3.6.4 nn.1-2 (explaining that Wide Voice benchmarks its rates to the rates of the competing ILEC).

<sup>15</sup> *CAF Order* ¶ 801 fig. 9 (italics added).



intercarrier compensation reforms “will generally apply to competitive LECs via the CLEC benchmarking rule” reflected in § 61.26.<sup>16</sup>

What’s more, the *CAF Order* promulgated § 51.911(c), which provides that, beginning July 1, 2013, “all Competitive Local Exchange Carrier Access Reciprocal Compensation rates for switched exchange access services subject to this subpart shall be no higher than the Access Reciprocal Compensation rates charged by the competing incumbent local exchange carrier, in accordance with the same procedures specified in § 61.26.” By claiming that a CLEC operating an end office switch never has to comply with bill-and-keep for tandem-switched terminating traffic, Wide Voice’s § 3.6.4 effectively negates § 51.911(c) and drains it of any force.

In the past, Wide Voice has claimed that the Commission’s recent *Level 3 Order* supports its interpretation of its obligations under Step Seven. Wide Voice is wrong. In that proceeding, the Commission held that Step Six (and, by extension, Step Seven) do not apply to a price cap ILEC that operates a tandem and delivers traffic to the end office or equivalent facility of an affiliate that is not itself a price cap carrier. But there was no dispute that Steps Six and Seven apply where the price cap ILEC owns *both* the tandem switch and the end office switch. And because that case involved an ILEC tariff, not a CLEC tariff, the Commission was not presented in that case with the fact pattern presented here: where the CLEC owns *both* the tandem switch and the end office switch. Indeed, Level 3 did not make any argument based on § 51.911(c) or § 61.26, and the Commission, therefore, did not decide whether those rules extend Steps Six and Seven to a CLEC, like Wide Voice, that routes traffic through both a tandem switch and an end office switch that it owns.

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<sup>16</sup> *Id.* ¶ 807.

Because Wide Voice’s tariff provision § 3.6.4 purports to authorize rates prohibited by §§ 51.907 and 61.26, it is unlawful, and the Commission should suspend and reject that tariff provision.

## **II. WIDE VOICE’S REVISED TARIFF AUTHORIZES CALL BLOCKING IN VIOLATION OF THE COMMISSION’S RULES**

Under Wide Voice’s revised tariff, Wide Voice has narrowed the definition of a good-faith dispute — with Wide Voice the sole judge of what qualifies as good faith — and required customers bringing a formal complaint challenging the lawfulness of the tariff to do so on a 30-day deadline. For any dispute Wide Voice deems not to be in good faith, Wide Voice’s tariff authorizes it to terminate service and block calls on five days’ notice, unless the customer pays all outstanding disputed amounts within that period. Those provisions are unjust and unreasonable.

1. In § 2.10.4(A), Wide Voice narrows the definition of “good faith” disputes — requiring customers to provide Wide Voice with “the specific items on the bill being disputed, the specific reason for disputing that charge, and all necessary supporting documentation.” Disputes premised on what Wide Voice determines to be “[g]eneric allegations” are “insufficient.” Those provisions are unlawful. Under its tariff, Wide Voice is the sole judge of whether a dispute is “specific” or “generic,” and Wide Voice does not define what “documentation” it considers “necessary.” In the *Northern Valley Order*,<sup>17</sup> the Commission held that a similar tariff provision — in which the CLEC was “the *sole judge* of whether any bill dispute has merit” — was unjust and unreasonable.<sup>18</sup> The same is true here: Wide Voice has

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<sup>17</sup> Memorandum Opinion and Order, *Sprint Commc’ns Co. v. N. Valley Commc’ns, LLC*, 26 FCC Rcd 10780 (2011) (“*Northern Valley Order*”).

<sup>18</sup> *Id.* ¶ 14.

made itself the sole judge of whether a dispute is in good faith. Section 2.10.4(A) is thus “unreasonable, because it conflicts with sections 206 to 208 of the Act, which allow a customer to complain to the Commission or bring suit in federal district court for the recovery of damages regarding a carrier’s alleged violation of the Act.”<sup>19</sup>

2. Under revised tariff provision § 2.10.4(A)(3), even disputes that initially meet Wide Voice’s definition of good faith lose that status if the customer does not “initiate” an “FCC complaint within 30 days” of Wide Voice rejecting that dispute. That requirement too is unlawful.

As an initial matter, § 2.10.4(A)(3) is vague and ambiguous in violation of 47 C.F.R. § 61.2(a), which requires “all tariff[s] . . . [to] contain clear and explicit explanatory statements.” Section 2.10.4(A)(3) applies to both disputes “about the lawfulness of th[e] tariff” and disputes about “the tariff’s application to the traffic exchanged between the Customer and the Company.” The obligation to initiate a complaint within 30 days applies to both types of disputes, but the tariff also describes the complaint as one that “challenge[s] the lawfulness of th[e] tariff.” Yet a dispute that Wide Voice has improperly applied the tariff to traffic exchanged is not a dispute about the lawfulness of the tariff.

The phrase “initiate the FCC complaint” is also ambiguous, especially as applied to a challenge to the lawfulness of the tariff, which is a five-month complaint. The word “initiate” may mean that a customer, within the 30 days, must notify the Commission of its intent to file a five-month formal complaint, *see* 47 C.F.R. § 1.724(b), or it may mean that the customer must *file* the formal complaint. The tariff does not answer this question, instead merely citing broadly to the “FCC’s complaint process (47 CFR. §§ 1.720 – 1.740).”

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<sup>19</sup> *Id.*

If “initiate” the complaint means “file” the complaint, § 2.10.4(A)(3) conflicts with the Commission’s rules requiring significant work *before* a five-month complaint is filed. Section 1.724 requires customers to notify the Commission “in writing of its intent to file the [five-month] complaint”; Commission Staff and the parties to conduct a pre-complaint conference; and consultation between the parties to, *inter alia*, “[n]arrow[] factual and legal issues in dispute,” exchange information and discovery, and negotiate and enter a protective order.<sup>20</sup> Until those requirements are met, the Commission “will not process complaints subject to the 5-month deadline.”<sup>21</sup> While § 1.724(c) says that Commission Staff “will endeavor to complete the pre-complaint process as expeditiously as possible,” there is no guarantee that process will be completed within 30 days, and Wide Voice has no basis to dictate by tariff the Commission’s timelines under its own rules.

But, even if § 2.10.4(A)(3) were interpreted to mean sending the § 1.724(b) notification letter within 30 days, it is unjust and unreasonable. The Commission has never held that, for a customer to act in good faith, it must file an action with the Commission when it contends that a carrier violated its duty to file a lawful tariff. Instead, via the Commission’s benchmarking and mandatory detariffing rules, the Commission puts the burden on the carrier to file a lawful tariff in the first instance. As the Commission explained to the Third Circuit, prohibiting tariffs with rates above the benchmark “better serves the public interest by according IXCs (and, ultimately, consumers) more protection from unreasonably high interstate access rates than attempting to identify such unreasonable rates on an *ad hoc* basis after the tariffs are filed.”<sup>22</sup> And the

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<sup>20</sup> 47 C.F.R. § 1.724(b)(1)-(5).

<sup>21</sup> *Id.* § 1.724(a).

<sup>22</sup> Br. for *Amicus Curiae* FCC at 27-28, *PAETEC Commc’ns, Inc. v. MCI Commc’ns Servs., Inc.*, Nos. 11-2268 *et al.* (3d Cir. Mar. 14, 2012), <https://docs.fcc.gov/public/attachments/DOC-312984A1.pdf>; *see id.* at 25 (“A CLEC tariff for interstate switched access

Commission has found that a customer does not engage in “inequitable conduct” when it “withhold[s] payment of disputed charges while [the carrier] pursues resolution . . . by filing a collection action in federal court.”<sup>23</sup> Carriers could also bring collection actions when faced with a dispute based on a claim that a tariff is unlawful. The court can either resolve the issue itself or refer it to the Commission on primary jurisdiction grounds.<sup>24</sup> Especially where the Commission has previously declared that a tariff provision is unlawful (such as with the dispute resolution provisions discussed in Part III), there is no reason why a customer should be compelled to launch a five-month formal complaint proceeding merely so the Commission can reiterate that the provision is unlawful. Federal courts are fully capable of applying prior Commission rulings to identical or analogous tariff provisions.

3. Finally, in tariff provisions §§ 2.14.3 and 2.14.4, Wide Voice has claimed the right to discontinue service and block calls on five days’ notice whenever Wide Voice determines a dispute is not in good faith. The customer’s only recourse is to pay all disputed amounts within those five days or file a complaint for emergency relief with the Commission or a court.

Wide Voice’s attempt to authorize call blocking, by tariff, in the context of payment disputes is unjust and unreasonable. In addressing payment disputes, the Commission “generally has established that call blocking is an unjust and unreasonable practice under section 201(b) of

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services that includes rates in excess of the benchmark in Rule 61.26 is subject to mandatory detariffing. Under that regime, a carrier is *prohibited* from filing a tariff[.]”); *accord* Memorandum Opinion and Order, *AT&T Servs., Inc. v. Great Lakes Comnet, Inc.*, 30 FCC Rcd 2586, ¶ 28 (2015) (“*Great Lakes Order*”).

<sup>23</sup> Memorandum Opinion and Order, *AT&T Corp. v. YMax Commc’ns Corp.*, 26 FCC Rcd 5742, ¶ 48 n.134 (2011).

<sup>24</sup> *See, e.g.*, Memorandum Opinion and Order, *AT&T Corp. v. Iowa Network Servs., Inc. d/b/a Aureon Network Servs.*, 32 FCC Rcd 9677, ¶ 15 (2017).

the Act”<sup>25</sup> and has repeatedly warned that “call blocking may degrade the reliability of the nation’s telecommunications network” and is “antithetical” to the goals of the Act.<sup>26</sup> Wide Voice’s tariff provisions §§ 2.14.3 and 2.14.4 are therefore unjust and unreasonable, because Wide Voice is claiming the right to block calls in response to any payment dispute that Wide Voice solely determines (based on ambiguous criteria) was not made in good faith.

### **III. WIDE VOICE’S REVISED TARIFF UNLAWFULLY PURPORTS TO LIMIT THE STATUTE OF LIMITATIONS AND REQUIRE PAYMENT OF DISPUTED AMOUNTS**

Wide Voice’s tariff filing retains two dispute resolution provisions that purport to (1) unilaterally limit the statute of limitations and (2) require customers to pay disputed charges before the disputes are resolved. Neither provision is lawful under long-existing Commission rules and precedent.

*First*, § 2.10.4(A) of Wide Voice’s tariff provides that its bills “shall be binding on the Customer unless written notice of a good faith dispute is received by the Company” and goes on to define “‘notice of a good faith dispute’ . . . as written notice to the Company’s contact *within a reasonable period of time after the invoice has been issued.*” (Emphasis added.) That provision’s restriction to the raising of disputes to what Wide Voice determines to be a “reasonable period of time after the invoice has been issued” is unjust and unreasonable.

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<sup>25</sup> Order, *GS Texas Ventures, LLC*, 29 FCC Rcd 10541, ¶ 7 (Pricing Pol’y Div. 2014).

<sup>26</sup> See, e.g., Declaratory Ruling and Order, *Establishing Just and Reasonable Rates for Local Exchange Carriers*, 22 FCC Rcd 11629, ¶ 5 (Wireline Comp. Bur. 2007); Report and Order and Further Notice of Proposed Rulemaking, *Rural Call Completion*, 28 FCC Rcd 16154, ¶ 29 (2013) (“As we have previously made clear, blocking, choking, reducing, or restricting traffic in any way . . . generally constitutes an unjust and unreasonable practice under section 201(b) of the Act.”); Declaratory Ruling and Order, *Policies and Rules Concerning Operator Service Providers*, 28 FCC Rcd 13913, ¶ 8 (Wireline Comp. Bur. 2013) (“[t]he blocking of telephone calls is antithetical to” the “fundamental goal[s]” of the Communications Act).

As an initial matter, Wide Voice’s tariff does not define what constitutes a “reasonable period of time after the invoice has been issued.” For that reason, § 2.10.4(A) violates § 61.2(a). A “reasonable period of time” is an inherently amorphous phrase, and Wide Voice’s tariff makes no attempt to put customers on notice about what it means. Because § 2.10.4(A) of Wide Voice’s tariff is “not ‘clear and explicit’ as required by rule 61.2(a),” it “violates section 201(b) of the Act.”<sup>27</sup> And because Wide Voice claims the right to block calls when it concludes that a dispute was not raised in good faith, clarity is necessary here.

In any event, § 2.10.4(A) is substantively unlawful. In the 2011 *Northern Valley Order*, the Commission held that carriers act unjustly and unreasonably, in violation of § 201, when they unilaterally attempt to shorten the two-year statute of limitations provided in 47 U.S.C. § 415 of the Communications Act. Specifically, the Commission concluded that Northern Valley’s 90-day dispute resolution provision “contravenes the two-year statute of limitations in the Communications Act, and, by its terms, purports unilaterally to bar a customer from exercising its statutory right to file a complaint within that limitations period.”<sup>28</sup> The D.C. Circuit upheld the Commission’s *Northern Valley Order*.<sup>29</sup>

To the extent § 2.10.4(A)’s “reasonable period of time” is less than two years, it purports to make Wide Voice’s invoices “binding” before the expiration of the two-year statute of

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<sup>27</sup> See *Northern Valley Order* ¶ 10; accord Memorandum Opinion and Order, *Halprin, Temple, Goodman & Sugrue v. MCI Telecomms. Corp.*, 13 FCC Rcd 22568, ¶¶ 8-13 (1998) (finding that “the Tariff is not clear and explicit as required by section 61.2 of the Commission’s rules, which renders the Tariff unreasonable in violation of section 201(b) of the Act”).

<sup>28</sup> *Northern Valley Order* ¶ 14 (footnote omitted).

<sup>29</sup> See *N. Valley Commc’ns, LLC v. FCC*, 717 F.3d 1017, 1019-20 (D.C. Cir. 2013) (holding that the Commission “permissibly interpreted the statute to preclude the 90-day provision of the tariff”).

limitations in § 415. Wide Voice’s dispute provision is thus materially indistinguishable from the one at issue in *Northern Valley*, because § 2.10.4(A) “purports unilaterally to bar a customer from exercising its statutory right to file a complaint within” the two-year limitations period.

*Second*, Wide Voice tariff § 2.10.4(B) requires that, “[p]rior to or at the time of submitting a good faith dispute, Customer shall tender payment for any . . . disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company’s network.” That provision, too, is unlawful.

Here again, the Commission’s *Northern Valley Order* held that carriers act unjustly and unreasonably, in violation of § 201, when they file tariff provisions that purport to require carriers to pay amounts billed in order to raise disputes. As the Commission explained, a “[t]ariff provision that requires all disputed charges to be paid ‘in full prior to or at the time of submitting a good faith dispute’ is unreasonable,” because such a provision “requires everyone to whom [the CLEC] sends an access bill to pay that bill, no matter what the circumstances (including, for example, if no services were provided at all), in order to dispute a charge.”<sup>30</sup> Wide Voice’s tariff provision § 2.10.4(B) is no different from the provision the Commission invalidated in the *Northern Valley Order*, because it also requires customers to pay disputed charges no matter the circumstances, and is therefore unjust and unreasonable.<sup>31</sup>

#### **IV. WIDE VOICE’S TARIFF PROVISION CONCERNING FLAT RATE CHARGES IS UNLAWFUL**

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<sup>30</sup> *Northern Valley Order* ¶ 14.

<sup>31</sup> The “relating to” clause does not save § 2.10.4(B) because, to the extent that clause has a discernable meaning, “traffic in which the Customer transmitted an interstate telecommunications to the Company’s network” encompasses all of the terminating switched access traffic a customer delivers to Wide Voice that could be subject to its federal tariff (*i.e.*, interstate switched access traffic). The *Northern Valley Order* was not limited to originating switched access charges.



Section 3.6(A) purports to authorize Wide Voice to charge nominally flat rates on a usage-sensitive basis that allows Wide Voice to bill rates that exceed those charged by the competing ILEC, in violation of § 61.26. The Commission should suspend and reject § 3.6(A) as unlawful.

Although § 3.6(A) governs “*flat* recurring rates that apply each month,” the tariff states that Wide Voice will bill those rates “on a per minute equivalent basis using . . . *a monthly usage factor of 216,000 MOU* per DS1-equivalent circuit per month.” (Emphases added.) Where the actual traffic volume a customer sends to Wide Voice per DS1 is higher than 216,000 minutes per month — and, given Wide Voice’s traffic mix, it is normal for 300,000 to 450,000 minutes per month to travel over a DS1 — § 3.6(A) purports to authorize Wide Voice to charge more per DS1 than the competing ILEC. That violates § 61.26(b), which provides that “a CLEC shall not file a tariff for its interstate switched exchange access services that prices those services above” the “rate charged for such services by the competing ILEC.” Wide Voice’s footnote to § 3.6(A) argues that CLECs have the “ability to establish [their] own rate structure,” but, under § 61.26, CLECs cannot establish a rate structure that results in a rate higher than the competing ILEC rate.<sup>32</sup> And that is precisely what Wide Voice has done unlawfully in § 3.6(A).

## CONCLUSION

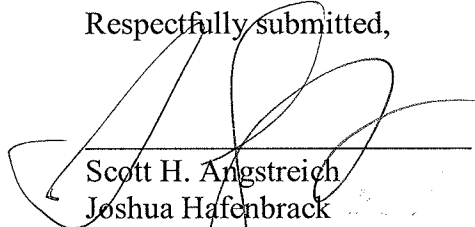
The Commission should suspend and reject Wide Voice’s April 10, 2019 tariff filing. Wide Voice’s failure to comply with §§ 51.907(h), 51.911(c), and 61.26, and its inclusion of an array of unlawful dispute resolution procedures, raise “substantial questions of law and fact” that present “substantial risk that ratepayers or competitors would be harmed if the proposed tariff

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<sup>32</sup> See *Great Lakes Order* ¶ 26.

revisions were allowed to take effect,”<sup>33</sup> such that the factors in § 1773(a)(ii) for the suspension of Wide Voice’s tariff filing are met. The Commission should require Wide Voice to promptly file a new tariff that complies with the relevant Commission rules and precedent.

Respectfully submitted,



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Scott H. Angstreich  
Joshua Hafenbrack  
Sean M. Nadel  
KELLOGG, HANSEN, TODD, FIGEL  
& FREDERICK, P.L.L.C.  
1615 M Street, N.W., Suite 400  
(202) 326-7900

*Counsel for Verizon and AT&T Inc.*

Keith Krom  
Gary L. Phillips  
David L. Lawson  
AT&T INC.  
1120 20th Street, N.W.  
Washington, D.C. 20036  
(202) 463-6148

*Counsel for AT&T Inc.*

William H. Johnson  
Curtis L. Groves  
VERIZON  
1300 I Street, N.W., Suite 500 East  
Washington, D.C. 20005  
(202) 515-2179

*Counsel for Verizon*

April 17, 2019

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<sup>33</sup> See Notice of Proposed Rulemaking, *Implementation of Section 402(b)(1)(A) of the Telecommunications Act of 1996*, 11 FCC Rcd 11233, ¶ 13 (1996) (“Pursuant to Section 204(a) of the Act, the Commission may suspend and investigate proposed tariffs if they raise substantial questions of law and fact and there is substantial risk that ratepayers or competitors would be harmed if the proposed tariff revisions were allowed to take effect.”) (footnote omitted).

**CERTIFICATE OF SERVICE**

I, Scott H. Angstreich, do hereby certify that, on this 17th day of April 2019, the foregoing **PETITION OF VERIZON AND AT&T TO SUSPEND AND REJECT WIDE VOICE'S REVISED TARIFF** was served on the following party via fax and email:

Lauren J. Coppola  
ROBINS KAPLAN LLP  
800 Boylston St., #2500  
Boston, MA 02199  
(617) 267-2300

*Counsel for Wide Voice, LLC*

# EXHIBIT A

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		37	Original		73	1 <sup>st</sup> Revised
1	6 <sup>th</sup> Revised	*	38	Original		74	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised		39	1 <sup>st</sup> Revised		75	3 <sup>rd</sup> Revised *
3	Original		40	2 <sup>nd</sup> Revised	*	76	3 <sup>rd</sup> Revised
4	Original		40.1	Original	*	77	1 <sup>st</sup> Revised
5	Original		41	Original		78	2 <sup>nd</sup> Revised *
6	2 <sup>nd</sup> Revised	*	42	Original		78.1	Original *
7	1 <sup>st</sup> Revised		43	Original		78.2	Original *
8	2 <sup>nd</sup> Revised		44	1 <sup>st</sup> Revised		79	Original
9	2 <sup>nd</sup> Revised		45	Original		80	3 <sup>rd</sup> Revised
10	2 <sup>nd</sup> Revised		46	Original		81	4 <sup>th</sup> Revised
11	1 <sup>st</sup> Revised		47	1 <sup>st</sup> Revised	*	82	3 <sup>rd</sup> Revised
12	2 <sup>nd</sup> Revised		48	Original		83	4 <sup>th</sup> Revised
13	2 <sup>nd</sup> Revised		49	Original		84	3 <sup>rd</sup> Revised
14	1 <sup>st</sup> Revised		50	Original		85	4 <sup>th</sup> Revised
15	2 <sup>nd</sup> Revised		51	Original		86	2 <sup>nd</sup> Revised
16	1 <sup>st</sup> Revised		52	Original		87	4 <sup>th</sup> Revised
17	1 <sup>st</sup> Revised		53	Original		88	3 <sup>rd</sup> Revised
18	1 <sup>st</sup> Revised		54	Original		89	4 <sup>th</sup> Revised
19	2 <sup>nd</sup> Revised		55	Original		89.1	3 <sup>rd</sup> Revised
20	2 <sup>nd</sup> Revised		56	Original		89.2	Original
21	2 <sup>nd</sup> Revised		57	Original		90	5 <sup>th</sup> Revised
22	2 <sup>nd</sup> Revised		58	2 <sup>nd</sup> Revised		91	4 <sup>th</sup> Revised
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised		92	3 <sup>rd</sup> Revised
24	2 <sup>nd</sup> Revised		60	1 <sup>st</sup> Revised		93	4 <sup>th</sup> Revised
25	2 <sup>nd</sup> Revised		61	1 <sup>st</sup> Revised		94	1 <sup>st</sup> Revised
26	2 <sup>nd</sup> Revised		62	1 <sup>st</sup> Revised		95	2 <sup>nd</sup> Revised
27	1 <sup>st</sup> Revised		63	2 <sup>nd</sup> Revised		96	3 <sup>rd</sup> Revised
28	Original		64	2 <sup>nd</sup> Revised		97	3 <sup>rd</sup> Revised
29	Original		65	1 <sup>st</sup> Revised		98	4 <sup>th</sup> Revised
30	Original		66	3 <sup>rd</sup> Revised	*	99	1 <sup>st</sup> Revised
31	Original		67	2 <sup>nd</sup> Revised		100	Original
32	Original		68	2 <sup>nd</sup> Revised		101	3 <sup>rd</sup> Revised
33	Original		69	1 <sup>st</sup> Revised		102	2 <sup>nd</sup> Revised
34	Original		70	2 <sup>nd</sup> Revised		103	2 <sup>nd</sup> Revised
35	1 <sup>st</sup> Revised		71	2 <sup>nd</sup> Revised		104	4 <sup>th</sup> Revised
36	Original		72	1 <sup>st</sup> Revised		105	Original
						105.1	3 <sup>rd</sup> Revised

\* - Indicates pages included with this filing.

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Usage is measured as set forth in Section 3.6.1.

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating traffic between an End Office and the Customer's Point of Termination.

Affiliate

The term "affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges

- A. All bills are presumed accurate and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, the specific items on the bill being disputed, the specific reason for disputing that charge, and all necessary supporting documentation. Generic allegations, such as those regarding noncompliance with FCC Rules or Orders, e.g., "billing does not comply with the FCC's USF/ICC Order" are insufficient. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.

## 1. Initial Dispute Period

The initial dispute period is the first 30 days immediately following receipt of a good faith billing dispute. During the initial dispute period, the Customer and the Company will work together to resolve issues in a timely manner. The Customer and the Company shall also determine whether the dispute is a routine dispute or a compliance dispute.

## 2. Routine Disputes

Routine disputes, such as disputes involving billing errors (e.g., the appearance of errors in usage data, billed rates that do not match the tariff, etc.), will be resolved within 30 days whereby the Company will issue credits or uphold billed charges.

*Material previously located on this page now appears on Page 40.1*

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

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges (Continued)

## A. (Continued)

## 3. Compliance Disputes

Compliance disputes are where the Customer and the Company disagree about the lawfulness of this tariff or the tariff's application to the traffic exchanged between the Customer and the Company. The Customer and the Company will work together to resolve this disagreement during the initial dispute period. If, however, at the end of the initial dispute period the Customer and the Company have conflicting and irreconcilable interpretations in connection with this tariff and its compliance with the provisions of the FCC's CLEC switched access rate regulations (47 CFR §61.26), including the provisions contained in the CAF Order (FCC 11-161) and subsequent decisions/clarifications, the Customer will utilize the FCC's complaint process (47 CFR. §§ 1.720 – 1.740) to challenge the lawfulness of this tariff. The Customer will initiate the FCC complaint within 30 days of the end of the initial dispute period. If the Customer fails to initiate such a complaint within that 30 day period, any dispute based on the conflicting understanding between the parties will no longer be considered a good faith dispute and will instead be considered nonpayment and the provisions for such nonpayment in this tariff, including accumulation of late payment fees and discontinuance of service, will apply.

- B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

*Material appearing on this page was previously located on Page 40.*



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

## 2.14 Cancellation by Company (Continued)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.

The provisions of 2.14.3(a) above shall not apply to charges that a Customer does not pay based on a good faith dispute pursuant to 2.10.4 herein. (C)  
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- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

- (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

- (e) For use of telephone service for any property or purpose other than that described in the application.

- (f) For Customer's breach of any contract for service between the Company and the Customer.

- (g) For periods of inactivity in excess of sixty (60) days.

2.14.4 If the Company discontinues service, it will no longer route any traffic that uses the Customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic, and it is the obligation of the discontinued Customer to provide for alternate routing of traffic originating from or terminating to the Company's network. (C)  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Customers may connect with the Company's Access Tandem on a direct basis (i.e., by choosing to purchase Access Tandem ports dedicated to the sole use of that Customer) or on an indirect basis (i.e., by choosing not to purchase Access Tandem ports dedicated to the sole use of that Customer).

Tandem Switched Transport (TST) provides the common, or shared, transmission facilities between a third party Access Tandem, for example, and a Company Access Tandem (on indirect basis tandem connections only) and between a Company Access Tandem and End Offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers.

The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed.

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport – Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is provided for trunkside services.

## (3) Dedicated Tandem Trunk Port

A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the Customer side of the Access Tandem when the Customer utilizes tandem routing. The DTTP rate will always be billed on a per minute equivalent basis pursuant to Section 3.6.A herein.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. Monthly Rates - Monthly rates are typically flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates for certain dedicated services will be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage factor of 216,000 MOU per DS1-equivalent circuit per month.<sup>1</sup> (T)  
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- 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, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges - Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

<sup>1</sup> The CLEC's ability to establish its own rate structure is affirmed in FCC 01-146 and FCC 04-110. 216,000 is based on the well-documented 9,000 MOU per DS0 per month factor used by the FCC for many years. Dedicated services assessed on a per MOU basis will have rates benchmarked based on the location of the end user and, consequently, the ILEC that would otherwise provide access services associated with that end user, rather than the location of the dedicated service (see FCC 04-110 at 24).

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

- 3.6.4 In order to comply with the FCC's benchmarking rule, Wide Voice, like the Incumbent LECs, has tariffed two separate sets of rates for tandem-switched transport. One rate applies for traffic terminating to a Company-affiliated price cap ILEC end office, and the other applies for traffic terminating to any other terminating carrier/provider. The terminating Tandem-Switched Transport rate schedules are thus bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates<sup>1</sup> apply to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.<sup>2</sup>

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<sup>1</sup> Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

<sup>2</sup> Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.4 (Continued)

These rates comply with the benchmarking rule<sup>3</sup> because the Standard rates are precisely the same rates that the competing ILEC would charge if it was performing the tandem-switched transport functions for traffic terminating to any non-price cap LEC terminating carrier/provider. The Affil PCL rates – now zero after step 7 -- are precisely the same rates the competing ILEC would charge if it was performing the tandem-switched transport functions for traffic terminating to an affiliated price cap LEC end office.

Again, the competing ILECs in the territories where Wide Voice offers tandem switched transport services have tariffed two separate rates for such services; one applicable to traffic terminating to an end office served by that ILEC or by its price-cap ILEC affiliates, and the other applicable to traffic terminating to any other end office (including, among other things, end offices served by a price cap ILEC that is not an affiliate of the ILEC operating the tandem switch; and end offices served by a non-ILEC affiliate of the ILEC operating the tandem switch). One rate applies for traffic terminating to a Company-affiliated price cap ILEC end office, and the other applies for traffic terminating to any other end office. Since the ILEC rates classify traffic based on both the affiliation and the regulatory status of the company operating the end office switch, Wide Voice must also take both of these factors into account in complying with the benchmark rule.

<sup>3</sup> Section 61.26(b), (c), and (f), which provide in relevant part as follows:

(b) [A] CLEC shall not file a tariff for its interstate switched exchange access services that prices those services above the higher of:

(1) The rate charged for such services by the competing ILEC or

(2) ... (i) The benchmark rate described in paragraph (c) of this section

(c) The benchmark rate for a CLEC's switched exchange access services will be the rate charged for similar services by the competing ILEC. ...

(f) If a CLEC provides some portion of the switched exchange access services used to send traffic to or from an end user not served by that CLEC, the rate for the access services provided may not exceed the rate charged by the competing ILEC for the same access services ....

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.4 (Continued)

To be perfectly clear, and to avoid any ambiguity regarding how Wide Voice applies its bifurcated tandem-switched transport rates, the following tandem-end office combinations show what tandem-switched transport rates will be applied when Wide Voice is either the end office service provider, the tandem service provider, or both.

Terminating carrier/provider	Tandem Provider	Tandem/Transport Rates
Wide Voice	Wide Voice	Standard
Wide Voice	Unaffiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Affiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Unaffiliated CLEC	Standard (as tariffed by the CLEC)
Wide Voice	Affiliated CLEC	Standard (as tariffed by the CLEC)
Unaffiliated Price Cap LEC	Wide Voice	Standard
Affiliated Price Cap LEC	Wide Voice	Affil PCL
Unaffiliated CLEC	Wide Voice	Standard
Affiliated CLEC	Wide Voice	Standard
Unaffiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Affiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Unaffiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated CMRS	Wide Voice	Standard
Unaffiliated CMRS	Wide Voice	Standard

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Andrew Nickerson, CEO  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

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