

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
1st Revised Cal. P.U.C. Title Sheet
Canceling Original Cal. P.U.C. Title Sheet

Competitive Local Carrier Tariff

Tariff Schedules
Applicable to
Intrastate Local Exchange
Telephone Services
of
Blue Casa Telephone, LLC
(U-7222-C)

Blue Casa Telephone, LLC (U-7222-C)
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Schedule Cal. P.U.C. CLC 1-T
3rd Revised Cal. P.U.C. Sheet No. 1
Cancelling 2nd Revised Cal. P.U.C. Sheet No. 1

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TARIFF CHECKING SHEET

Current sheets in this tariff schedule CLC 1-T are as follows:

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>	
Title	1 st Revised	(T)	41	1 st Revised	(T)
1	3 rd Revised		42	1 st Revised	
2	2 nd Revised		43	1 st Revised	
3	1 st Revised		44	1 st Revised	
4	2 nd Revised		45	1 st Revised	
5	1 st Revised		46	2 nd Revised	
6	1 st Revised		47	1 st Revised	
7	1 st Revised		48	2 nd Revised	
8	1 st Revised		49	1 st Revised	
9	1 st Revised		50	1 st Revised	
10	1 st Revised		51	3 rd Revised	
11	2 nd Revised		52	1 st Revised	
12	1 st Revised		53	2 nd Revised	
13	1 st Revised		54	3 rd Revised	
14	1 st Revised		55	3 rd Revised	
15	1 st Revised		56	3 rd Revised	
16	1 st Revised		57	3 rd Revised	
17	1 st Revised		58	2 nd Revised	
18	1 st Revised		59	3 rd Revised	
19	1 st Revised		60	3 rd Revised	
20	1 st Revised		61	3 rd Revised	
21	1 st Revised		62	3 rd Revised	
22	1 st Revised		62.1	2 nd Revised	
23	1 st Revised		63	3 rd Revised	
24	1 st Revised		64	3 rd Revised	
25	1 st Revised		65	2 nd Revised	
26	1 st Revised		66	3 rd Revised	
27	2 nd Revised		67	3 rd Revised	
28	1 st Revised		68	1 st Revised	
29	1 st Revised		69	1 st Revised	
30	1 st Revised		70	1 st Revised	
31	1 st Revised		71	1 st Revised	
32	1 st Revised		72	3 rd Revised	
33	1 st Revised		73	2 nd Revised	
34	1 st Revised		74	1 st Revised	
35	1 st Revised		75	1 st Revised	
36	1 st Revised		76	2 nd Revised	
37	1 st Revised		77	1 st Revised	
38	1 st Revised		78	1 st Revised	
39	1 st Revised		79	3 rd Revised	
40	1 st Revised	(T)	80	2 nd Revised	(T)

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2nd Revised Cal. P.U.C. Sheet No. 2
Cancelling 1st Revised Cal. P.U.C. Sheet No. 2

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TARIFF CHECKING SHEET (Cont'd)

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88	1 st Revised		
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Competitive Local Carrier Tariff

PRELIMINARY STATEMENT

Blue Casa Telephone, LLC (the "Company") also has been granted authority by the California Public Utilities Commission ("Commission") to provide, and this tariff governs the Company's provision of, competitive local exchange services within the service territories of Pacific Bell Telephone Company, Verizon California, Inc., SureWest Telephone, and Citizens Telecommunications Company of California, Inc.

Notwithstanding the foregoing, the Company's provision of service to former customers of Telscape Communications, Inc. who were transferred to the Company's service pursuant to authorization under the Company's Advice Letter No. 9, as supplemented, will be governed by the applicable rules, rates, terms, conditions and other provisions of Telscape Communications, Inc., Tariff Schedule Cal. P.U.C. No. 3-T, in effect as of the effective date of such transfer, and the Company hereby incorporates such tariff by reference as though fully set forth herein. On and after such date, the Company may conduct business under the fictitious name, "Telscape Communications," for any lawful purposes, including, without limitation, the provision of service to such customers.

(T)

(T)

SYMBOLS USED IN THIS TARIFF

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

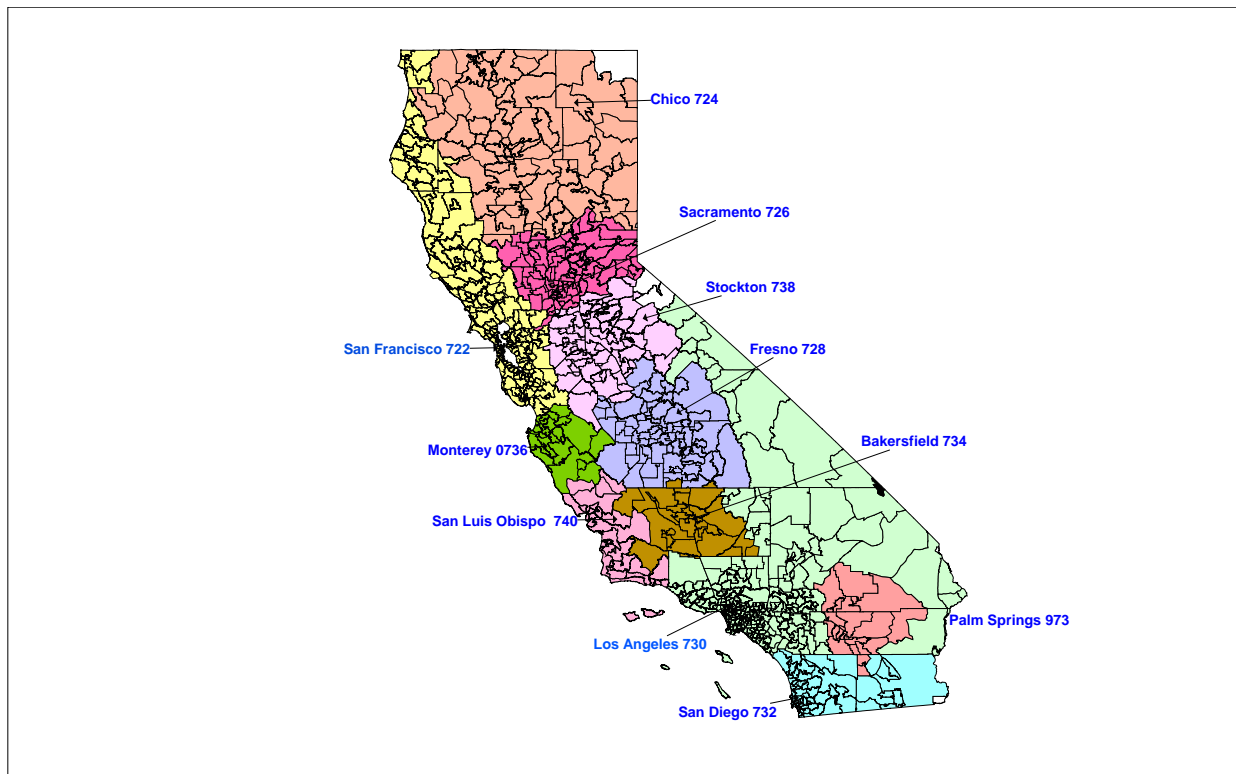
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Santa Barbara, California 93101

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SERVICE AREA MAP

The Company provides competitive local exchange service in California within the service territories of Pacific Bell Telephone Company d/b/a AT&T California, Verizon California, Inc., Surewest Telephone, and Citizens Telecommunications Company of California, Inc. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by Pacific Bell Telephone Company d/b/a AT&T California, Verizon California, Inc., Surewest Telephone, and Citizens Telecommunications Company of California, Inc.



Competitive Local Carrier Tariff

RULES

Rule 1 – Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Base Rate Area: The term "base rate area" means a closely built up section of an exchange area as shown in the effective and current tariffs of the Incumbent LECs.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

CertA: The term "CertA" the third-party administrator retained by the Commission to certify and verify the eligibility of LifeLine customers.

Commission: The term "Commission" means the Public Utilities Commission of the State of California.

Company: The term "Company" or "Utility" means Blue Casa Telephone, LLC.

Customer: The term "Customer" is synonymous with the term "Subscriber" and means the firm, company, corporation, or other entity that contracts for service under this tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations. Customers include, without limitation, interexchange carriers who utilize the Company's facilities to complete calls from or to end users served by the Company.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 1 – Definitions (Cont'd)

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00 p.m., Monday through Friday, including Legal Holidays.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

Evening: The term "Evening," when used for purposes of applying rates, means 5:00p.m. to 11:00p.m., Monday through Friday, including Holidays.

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Incumbent LEC: The term "Incumbent LEC" means any of the following local exchange carriers: Pacific Bell Telephone Company d/b/a AT&T California ("AT&T"), Verizon California, Inc. ("Verizon"), SureWest Telephone, or Citizens Telecommunications Company of California, Inc.

Interexchange carrier: The term "interexchange carrier" means a provider of telecommunications service between local calling areas.

Local Calling Area: The term "local calling area" means either: (i) the Zone 1 and Zone 2 areas of the ZUM rate area in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs; or (ii) in the case of Subscribers not located in a ZUM rate area, the extended service areas in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Night: The term "Night," when used for purposes of applying rates, means 11:00p.m. to 8:00 a.m., Monday through Friday, including Holidays.

Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Subscriber: See definition of "Customer."

Verizon Service Area: The term, "Verizon Service Area," excludes territory formerly served by Contel California.

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RULES (CONT'D)

Rule 2 – Description of Service

A. The Company provides residential and business local exchange telephone services between points within the base rate areas of local exchanges served by the Incumbent LECs as shown on the Company's maps contained herein or as incorporated by reference herein.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Verizon's Retail Tariff. In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber's side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 3 – Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. During the initial contact, all Applicants for residential service must be given information regarding the LifeLine program and its availability. The Company shall ask the Subscriber whether he or she is currently, or within the last 30 days has been, enrolled in LifeLine by another carrier. If the Subscriber answers in the affirmative, the Company shall, upon the Subscriber's consent, contact the CertA to validate the Subscriber's certification status. The Company will inform the Subscriber that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is currently or within the last 30 days has been enrolled in LifeLine. If the CertA cannot confirm the Subscriber's continued eligibility, the Subscriber will be treated as a new LifeLine applicant and be subject to the certification process specified by the Commission. If the Subscriber responds in the negative, the Company shall ask the Subscriber if he or she or any member of the household is enrolled in a public assistance program; and, if the Subscriber answers in the affirmative, the Company shall read from the list of approved means-tested programs and, upon the Subscriber's verbal certification of eligibility and consent, shall immediately contact the CertA to begin the LifeLine application process for the Subscriber and inform the Subscriber: (i) that the Subscriber will be receiving a certification form in the mail for completion; (ii) that the completed certification form must be completed on-line or filled in and returned to the CertA by the deadline date indicated on the form; (iii) of the amount of any required deposits; (iv) that a payment plan is available for nonrecurring charges and deposits for Basic Service; and (v) that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is eligible for LifeLine. If the Subscriber does not qualify under the program-based criteria, the Company shall ask about the Subscriber's household size and read the corresponding LifeLine income limit that the Subscriber must meet to qualify for LifeLine. The Company will also inform the Subscriber that the Subscriber must also provide income documentation substantiating the household income. Upon the Subscriber's verbal certification of eligibility and consent, the Company shall immediately contact the CertA to begin the LifeLine application process for the Subscriber, and inform the Subscriber: (i) that the Subscriber will be receiving a certification form in the mail for completion; (ii) that the completed certification form and supporting income documentation that reflect total household income must be returned to and received by the CertA by the deadline date indicated on the form; (iii) of the amount of any required deposits; (iv) that a payment plan is available for nonrecurring charges and deposits for Basic Service; and (v) that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is eligible for LifeLine. The Company shall also inform the Subscriber of the availability of 2 LifeLine lines if a member of the household uses a TTY and, upon the Subscriber's verbal certification of eligibility and consent, shall immediately contact the CertA to begin the LifeLine application process for the second LifeLine line and remind the Subscriber of the

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RULES (CONT'D)

Rule 3 – Application for Service (cont'd)

- B. (cont'd) need to provide proof of the need for the TTY based on the issuance of the TTY by DDTP or a medical certificate of need for a TTY. The Company will inform the Subscriber that he or she may opt to receive instructions for certification forms in Braille (English only) or instructions and certification forms in large print. The Company will inform LifeLine applicants that they will incur regular rates and charges until the Customer is determined to be eligible for LifeLine.

In addition, all Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call telephone information services. This blocking service shall be made available to residential subscribers free of charge, although the Company may impose a charge if the Subscriber requests deactivation of blocking.

- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered, itemizing all charges that will appear on the customer's bill, and stating all material terms and conditions that could affect what the Subscriber pays for service. The letter will be in the language in which the sale was made.

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RULES (CONT'D)

Rule 3 – Application for Service (Cont'd)

- D. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- E. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

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RULES (CONT'D)

Rule 4 – Contracts

- A. Deviations from the rates, terms, and conditions specified in this tariff schedule are not permitted except by special contract filed and approved by the Commission.
- B. Each contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction."

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 5 - Special Information Required on Forms

A. Customer Bills

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

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) Network access for interstate calling.
- (7) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

"If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102. To avoid having service disconnected, payment of the bill should be made 'under protest' to the CPUC or payment arrangements acceptable to the Company should be made pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis for the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

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RULES (CONT'D)

Rule 5 - Special Information Required on Forms (Cont'd)

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 continuous months of timely payment for service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

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RULES (CONT'D)

Rule 7 - Deposits and Advance Payments¹

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event the Applicant or Subscriber requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Subscriber.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 days after the discontinuance of basic service or after 12 months of timely payment, whichever comes first.
5. Interest: Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.
6. Prepaid: In the case of prepaid service, Customers may receive account balances, i.e., amount of prepaid service remaining by calling the Carrier's customer service telephone number.

¹ Nothing in this Rule 7 shall be deemed to limit or restrict the Company's ongoing right to demand, at any time, deposits or advances as a condition to providing or continuing to provide any interstate or international long distance services.

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RULES (CONT'D)

Rule 7 - Deposits and Advance Payments (Cont'd)

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage, except where service is provided under the Company's prepaid service schedule, if any.
2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 8 – Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notices of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms or conditions of service no later than the Company's next billing cycle.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 8 – Notices (Cont'd)

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.
2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
 - a. the name and address of the Subscriber.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
 - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
 - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
 - g. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries.
3. No notice of discontinuation will be given for prepaid services. Prepaid services will automatically terminate at the end of the prepaid term unless the Subscriber prepays for an additional term.

D. Privacy

The Company is restricted from releasing nonpublic customer information in accordance with Public Utilities Code sections 2891, 2891.1, and 2893. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and other toll-free numbers, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

Competitive Local Carrier Tariff

RULES (CONT'D)

RULES (CONT'D)

Rule 8 – Notices (Cont'd)

E. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. The California Public Utilities Commission identification number or its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the California Public Utilities Commission to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the California Public Utilities Commission applicable to local exchange services provided by the Company.
4. A toll-free telephone to call for service or billing inquiries, along with an address where the Subscriber or Applicant may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

F. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's tariffs.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charges will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period. In the case of toll fraud, the backbilling limitation is eighteen months. No such limitation on backbilling applies to charges for switched access services or for other intercarrier services or arrangements.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
4. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
5. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
6. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

The Company will respond to the Consumer Affairs Branch's requests for information within 10 business days.

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Santa Barbara, California 93101

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RULES (CONT'D)

Rule 10 - Disputed Bills (Cont'd)

After the investigation and review are completed by the Company as noted above, if the Subscriber elects not to deposit the amount in dispute with the CAB, such amount becomes dues and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Subscriber that the investigation and review are completed and that such payment must be made or services will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of Rule 16.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.
 - (viii) Prepaid services automatically terminate at the end of prepaid term unless Subscriber prepays for an additional term.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

B. Discontinuance by the Company (Cont'd)

2. Notwithstanding anything in this tariff to the contrary, basic residential and single line business service will not be disconnected due to Subscriber's failure to pay for any Category III or unregulated services.
3. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Such notice shall conform to the requirements of Rule 8.C. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
4. The Company will impose a service discontinuation charge in accordance with its tariff upon discontinuation of service, other than prepaid service, by the Company under this Rule.

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

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Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 12 – Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours at the Company's office at 114 E. Haley Street, Santa Barbara, CA 93101.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

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RULES (CONT'D)

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Allowances for credit interruptions will be provided in accordance with Rule 14.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 14 – Limitation of Liability

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section 3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The Company concurs in the provisions set forth in Pacific Bell's tariff regarding allowances for interruptions for of services furnished solely by the Company, including, without limitation, the allowances shown below:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 14 – Limitation of Liability (Cont'd)

6. Subject to section 3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.
8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.
9. Subject to section 3 of this rule, the Company shall allow a credit for errors in telephone numbers or other information furnished by the Company's directory assistance operators in an amount not in excess of the charge for a call to directory assistance, dialed direct or placed through another Company operator (i.e. "0" operator) as appropriate to the call on which error occurred. For direct dialed calls, the credit will only apply if the Subscriber has exceeded the Subscriber's allowance and incurred a charge.

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RULES (CONT'D)

Rule 15 – Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

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RULES (CONT'D)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service

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

APPENDIX "B"

- "1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- "2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule."
- "3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the customer the utility shall promptly restore such service.

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RULES (CONT'D)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- "4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- "5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule."
- "6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or customer. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- "7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.

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RULES (CONT'D)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- "8. The term 'person,' as used herein, includes a customer to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- "9. The term 'communications utility,' as used herein, includes a 'telephone corporation' and a 'telegraph corporation,' as defined in Division 1 of the California Public Utilities Code."

For the information of the Company's Subscribers, the address of the Commission's office is as follows:

Public Utilities Commission
Consumer Affairs Branch
State Building
505 Van Ness Avenue, Rm. 2003
San Francisco, California 94102

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 17 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 18 - Nonpublished Service; Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- a. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.

- b. Agencies authorized to receive information:

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

- (1) An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or

Prosecute violations of the criminal laws of the United States; or

Enforce civil sanctions which are ancillary to criminal statutes; or

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114 E. Haley Street, Suite A
Santa Barbara, California 93101

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RULES (CONT'D)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

Conduct investigations into matters involving the national security of the United States; or

Protect federal or foreign officials; or

Protect public health and safety; or

Conduct emergency rescue operations.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

- b. Agencies authorized to receive information: (cont'd)
- (2) Any public health agency of the State of California or of a city, county, or other local government.
 - (3) County or city 911 projects.
 - (4) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
 - (5) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
 - (6) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- c. Procedure for release of nonpublished information to authorized agencies.
- (1) A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:
 - Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
 - Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or
 - Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or
 - Employees of a county or city 911 project when acting in an official capacity; or
 - Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

- c. Procedure for release of nonpublished information to authorized agencies.
(cont'd)
- (2) Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name, and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- (3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

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

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

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RULES (CONT'D)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

d. Notification to Customer

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

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

e. Exception for Health Officers

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

f. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in the Company's carrier access tariff schedule as set forth in this tariff or incorporated by reference herein.

g. Retention of Records

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

h. Unsolicited Sales Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

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RULES (CONT'D)

Rule 19 - Credit Information and Calling Records; Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, require that the Commission include the provisions of the rule set forth in Appendix "B" of those decisions as a part of the rules in the Utility's tariff schedules. Accordingly, the provisions of Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206, are quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

(1) Credit Information

A customer's credit information is the information contained in the customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published customer information, or customer's name, address, and telephone number as listed in the telephone directory.

(2) Calling Records

Calling records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

b. Release of Customer Credit Information and Calling Records

A customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena;
or

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

b. Release of Customer Credit Information and Calling Records (cont'd)

- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

or

- (3) Upon receiving permission of the customer to release the information.

c. Deferral of Notification

- (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the customer of its receipt of the subpoena before divulging the information or records requested.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

d. Exception to Procedure for Release of Credit and Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the customer shall also be retained for a like period of one year.

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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1st Revised Cal. P.U.C. Sheet No. 45
Canceling Original Cal. P.U.C. Sheet No. 45

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 20 – Services for Deaf, Hearing-Impaired, and Disabled Subscribers

1. The Company provides equipment and services to eligible deaf, hearing-impaired and disabled Subscribers. Please contact the Company's business office for details of this program.
2. Customers may access the California Relay Service at no charge by dialing 711. No charges will apply to local calls completed via 711 access; however, regular ZUM Zone 3 and other long distance charges apply after connection by the California Relay Service to the called telephone number. Payphone owners connected to the Company's service are prohibited from charging for 711 access to the California Relay Service and shall post a readily-visible notice advising payphone patrons that there is no charge for 711 calls.

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 46
Cancelling 1st Revised Cal. P.U.C. Sheet No. 46

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 21 - 911 Emergency Service

End users may access 911 emergency service over the Company's facilities at no charge to Subscribers or end users. Subject to the availability and continuation of such service from the underlying facilities-based carrier and provided that such access would not preclude providing service to subscribers of residential telephone service, a residential Subscriber whose service is discontinued by the Company under Rule 11 will continue to receive access to 911 service at no charge until such time as service is rendered by another carrier.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 22 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$25.00 will added to the amount due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.
- D. If a check received for prepaid service is returned prior to the end of a fully paid prepaid term, the prepaid service will automatically terminate at the end of the fully paid term unless the Returned Check Charge and the amount due for renewal of the prepaid service is paid before the end of the fully prepaid term. If a check received for prepaid service is returned after the commencement of the term for which the check was tendered, the service will be discontinued without notice. In the event prepaid service terminates or is discontinued as the result of a returned check, the service must be reestablished as a new service and all charges for establishment of new prepaid service will apply. The Customer will be liable for the amount of the Returned Check Charge, plus any unpaid charges for services rendered (recurring charges will be prorated), irrespective of whether service is re-established.

Competitive Local Carrier Tariff

RULES (CONT'D)

Rule 23 – Customer Responsibility

1. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
2. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.
3. Customer is solely responsible for the security of all assigned access numbers and authorization codes, and for maintaining the security of its PBX equipment and all other services furnished to Customer by the Company or any other provider, including, without limitation, voicemail service, that afford remote access, dialing, call completion, and similar capabilities, including, but not limited to, DID-to-DOD Call Transfer feature and Centrex-type services. Customer shall be liable for all misdialed and fraudulent use of toll and other services furnished by Company or interconnected carriers, including without limitation, fraudulent use of such services by unknown third parties using remote access features of Customer's PBX equipment or using remote access, dialing, call completion, and similar capabilities of services furnished to Customer by the Company or any other provider, including, without limitation, voicemail services, DID-to-DOD Call Transfer feature, and Centrex-type services, and shall be responsible for any and all calls made on its assigned access lines. Lost or stolen cards must be reported immediately. Company reserves the right to change access numbers and authorization codes upon notice to Customer.

Blue Casa Telephone, LLC (U-7222-C)
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114 E. Haley Street, Suite A
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Schedule Cal. P.U.C. CLC 1-T
1st Revised Cal. P.U.C. Sheet No. 49
Canceling Original Revised Cal. P.U.C. Sheet No. 49

Competitive Local Carrier Tariff

TAXES AND SURCHARGES

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell Telephone Company d/b/a AT&T California tariffs.

Competitive Local Carrier Tariff

Interstate Charges and Other Miscellaneous Charges

1. Company's facilities and services are available for the purpose of completing interstate and international communications. Such services are provided pursuant to, and all rates, terms, and conditions of such service are governed by, applicable federal law and regulations. For informational purposes, only, the Company sets forth herein, its End User Common Line ("EUCL") charge, which the Company assesses on each line that is capable of being used for access either to inbound or outbound interstate communications. This charge, which sometimes is also referred to as a federal or interstate "subscriber line charge," applies irrespective of the actual use the line.

EUCL (per month, per primary line)	\$6.50
EUCL (per month, per secondary line)	\$7.00

2. Calls terminated to Mexican telephone numbers associated with wireless devices will be subject to a surcharge imposed by the government of Mexico.
3. A monthly charge is assessed on each access line furnished by the Company to support number portability, as follows:

Number Portability Charge:	\$2.86
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Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area

1. Applicability

These rates apply to local exchange service furnished to residential customers.

2. Territory

Within the base rate areas of all exchanges as shown and defined in Verizon's and AT&T's current and effective tariffs on file with the Commission, except as specified below.

3. Service Establishment Charges – Assessed on a per line basis.

- | | | |
|----|--|----------------------|
| a. | Existing lines: | \$48.00 |
| b. | New lines: | \$48.00 |
| c. | Long Distance Access: | \$6.99 |
| d. | Refundable Platform Establishment Fee: | \$40.00 ² |

4. Recurring Service Charges (per line, per month)

- | | | |
|----|---|---------|
| a. | Residential Flat Rate - Verizon
(includes all ZUM Zone 1 and 2 usage): | \$22.00 |
| | Residential Flat Rate – AT&T
(includes all ZUM Zone 1 and 2 usage): | \$23.00 |
| b. | Long Distance Access | \$4.99 |

5. Usage (per minute)

- | | | |
|----|---|--------|
| a. | ZUM Zones 1 and 2 | \$0.00 |
| b. | Intrastate interexchange (includes ZUM Zone 3) ¹ | \$0.10 |

¹ ZUM Zone 3, and intrastate interexchange usage is charged on a per-call basis in one minute increments, with any less than full-minute portion being rounded up to the next full minute.

² New Subscribers whose service is provided by the Company using a commercial wholesale platform provided by AT&T will be charged a platform fee in addition to other applicable service establishment charges. (The fee may be identified on the bill as a "Transfer Fee".) The fee will be refunded through a credit to the Subscriber's account following four months of uninterrupted service, provided that all bills for service furnished during such period are paid in full. In the event the Subscriber's service is discontinued for any reason prior to the end of the four-month period, the fee will be retained by the Company as liquidated damages for early termination. In the event the Subscriber's service remains uninterrupted during such four-month period but the Subscriber subsequently fails to timely pay for service furnished during such period, the Company may apply the fee toward such overdue amounts, with any excess being credited to the Subscriber's account.

Blue Casa Telephone, LLC (U-7222-C)
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114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
1st Revised Cal. P.U.C. Sheet No. 52
Cancelling Original Cal. P.U.C. Sheet No. 52

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (cont'd)

6. Extended Area Service (EAS)

The Company concurs in the EAS provisions of Verizon's and AT&T's current and effective tariffs on file with the Commission. EAS service is furnished by the Company at the additional monthly incremental charge, if any, specified in such tariffs), as amended as of the date of service.

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Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

7. Residential Custom Calling Features

	Recurring <u>Charge</u>	Non-Recurring <u>Charge</u>
Call Forwarding:	\$3.99	\$2.99
Busy Call Forwarding:	\$3.99	\$2.99
Busy/No Answer Call Forwarding:	\$5.99	\$2.99
Selective Call Forwarding: ⁶	\$2.99	\$2.99
Remote Access Call Forwarding: ⁴	\$2.99	\$2.99
Call Waiting with ID:	\$4.99	\$2.99
Cancel Call Waiting:	\$2.99	\$2.99
Three Way Calling:	\$4.99	\$2.99
Speed Dial	\$3.99	\$2.99
Distinctive Ring: ³	\$5.99	\$2.99
*66 Auto Busy Redial:	\$4.99	\$2.99
Call Screen:	\$3.99	\$2.99
*69 Call Return:	\$4.99	\$2.99
Call Trace – Law Enforcement: ⁶	\$3.99	\$2.99
Caller ID:	\$3.99	\$2.99
Anonymous Call Rejection: ²	\$3.99	\$2.99
Call Waiting:	\$3.99	\$2.99
Caller ID Blocking – Selective: ⁵	\$2.99	\$2.99
Caller ID Blocking – Complete: ⁵	\$2.99	\$2.99
Priority Call	\$2.99	\$2.99
Do Not Disturb ³	\$2.99	\$2.99
Voice Mail	\$6.99	\$2.99
Voice Mail – Spanish	\$6.99	\$2.99
Voice Mail – With Email Playback	\$6.99	\$2.99
Toll Block: ¹	\$2.99	\$2.99
8. Pay Per Use Features		
*69 Call Return	\$0.75	
*66 Auto Busy Redial	\$0.75	
Three Way Calling	\$0.75	

¹ Available at no charge with Lifeline Service.

² Provided at no charge with subscription to Caller ID.

³ Only available in Verizon service areas.

⁴ Only available in AT&T service areas.

⁵ Not applicable to initial blocking selection. Subscriber may change blocking selection one time, free of charge.

⁶ Only available in AT&T and Verizon service areas.

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service

Blue Casa Bundle – 75 (GRANDFATHERED: not available to new customers)
Includes local access, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, plus access to interexchange service. Five compatible custom calling features, except voicemail, can be selected. Voicemail if desired must be selected a la carte. This service plan includes seventy-five (75) minutes of combined intrastate and interstate long distance usage within the 50 U.S. states and Puerto Rico. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused minutes do not rollover to the next month. Charges for intrastate interexchange usage not included in plan are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for interstate usage not included in plan and international toll usage are assessed at the Company's generally-applicable rates, terms, and conditions for such services.

Monthly Recurring Charge

\$36.65 – Verizon

\$37.65 – AT&T

\$36.65 – AT&T¹

¹ Applies to Customers who subscribed to plan prior to effective date of Advice Letter No. 16 issued by prior service provider, Blue Casa Communications, Inc.

Blue Casa Bundle – 150 (GRANDFATHERED: not available to new customers)
Includes local access, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, plus access to interexchange service. Five compatible custom calling features, except voicemail, may be selected by Customer's in AT&T service area who first subscribe to this plan after the effective date of Advice Letter No. 22 and by Customers in Verizon service area. Customers in AT&T service area who first subscribed to this plan before such date may select three compatible custom calling features, except voicemail. Voicemail if desired must be selected a la carte. This service plan includes one hundred and fifty (150) minutes of combined intrastate and interstate long distance usage within the 50 U.S. states and Puerto Rico. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused minutes do not rollover to the next month. Charges for intrastate interexchange usage not included in plan are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for interstate usage not included in plan and international toll usage are assessed at the Company's generally-applicable rates, terms, and conditions for such services.

Monthly Recurring Charge

\$41.65 - Verizon

\$42.65- AT&T

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Bundle – 300 (Verizon service area only) (GRANDFATHERED: not available to new customers)

Includes local access, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, plus access to interexchange service. Five compatible custom calling features except voicemail can be selected.

Voicemail if desired must be selected a la carte. This service plan includes three hundred (300) minutes of combined intrastate and interstate distance within the 50 U.S. states and Puerto Rico. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused minutes do not rollover to the next month. Charges for intrastate interexchange usage not included in plan are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for interstate usage not included in plan and international toll usage are assessed at the Company's generally-applicable rates, terms, and conditions for such services. |

Monthly Recurring Charge

\$48.65 – Verizon

Blue Casa Bundle – Mexico 100 (GRANDFATHERED: not available to new customers)

Includes local access, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, plus access to intraLATA, InterLATA, and international toll service. Five compatible custom calling features, except voicemail, may be selected by Customer's in AT&T service area who first subscribe to this plan after the effective date of Advice Letter No. 22 and by Customers in Verizon service area. Customers in AT&T service area who first subscribed to this plan before such date may select three compatible custom calling features, except voicemail. Voicemail if desired must be selected a la carte. This service plan includes one hundred (100) minutes of international long distance to Mexico. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused minutes do not rollover to the next month. Charges for intrastate interexchange usage are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for interstate usage and international usage not included in plan are assessed at the Company's generally-applicable rates, terms, and conditions for such services.

Monthly Recurring Charge

\$39.65 –Verizon

\$40.65 – AT&T

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Bundle – Mexico 200 (GRANDFATHERED: not available to new customers)

Includes local access, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, plus access to interexchange service. Five compatible custom calling features, except voicemail, may be selected by Customer's in AT&T service area who first subscribe to this plan after the effective date of Advice Letter No. 22 and by Customers in Verizon service area. Customers in AT&T service area who first subscribed to this plan before such date may select three compatible custom calling features, except voicemail. Voicemail if desired must be selected a la carte. This service plan includes two hundred (200) minutes of international long distance to Mexico. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused minutes do not rollover to the next month. Charges for intrastate interexchange usage are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for interstate usage and international usage not included in plan are assessed at the Company's generally-applicable rates, terms, and conditions for such services. |

Monthly Recurring Charge

\$46.65 – Verizon

\$47.65 – AT&T

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Unlimited (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. Subject to that restriction, the service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, and unlimited outbound intrastate and interstate interexchange calling to points throughout the 50 U.S. states and Puerto Rico. Five compatible custom calling features, except voicemail, may be selected by Customer's in AT&T service area who first subscribe to this plan after the effective date of Advice Letter No. 22 and by Customers in Verizon service area. Customers in AT&T service area who first subscribed to this plan before such date may select three compatible custom calling features, except voicemail. If the Customer uses Blue Casa Unlimited service for purposes other than two-way, individual-to-individual residential communications, such as for commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling, voice chat line services or home office use, the Company may, without notice, suspend, restrict or cancel the Customer's service or may adjust Customer's service to another plan that is consistent with Customer's use.

Monthly Recurring Charge

(per line/per month) – Verizon	\$54.65
(per line/per month) – AT&T	\$55.65
(per line/per month) – AT&T	\$52.65 ¹

¹ Applies to Customers who subscribed to plan prior to effective date of Advice Letter No. 16 issued by prior service provider, Blue Casa Communications, Inc.

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Bundle – Long Distance with Mexico Bundles (GRANDFATHERED:
not available to new customers)

Subscribers to the Blue Casa Bundle – Mexico 100 and Blue Casa – Mexico 200 Package Service plans may add specified minutes of intrastate and interstate interexchange long distance calling capability within 50 U.S. states and Puerto Rico to their service plans at the rates shown below. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused minutes do not carry over from one month to the next. Charges for intrastate interexchange usage not included in plan are assessed at the rates set forth in the applicable Basic Residential Service schedules. Charges for interexchange usage not included in the plan and international toll usage are assessed at the Company's generally-applicable rates, terms, and conditions for such services.

Domestic Long Distance

<u>Usage Allowance (per month)</u>	<u>Monthly Recurring Charge</u>	
100 Minutes	\$6.00	
200 Minutes	\$11.00	
300 Minutes	\$15.00	
Unlimited Minutes	\$20.00	

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Mega User Plan (GRANDFATHERED: not available to new customers)

This service includes local access, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, and up to 1500 combined minutes, per month, of outbound intrastate and interstate interexchange calling to points throughout California and the 50 U.S. states and Puerto Rico. All usage in excess of usage allowance is charged at the rates set forth below. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused monthly usage allowance may not be carried forward or backward to any subsequent or prior month. Five compatible custom calling features, excepting voicemail, may be selected.

Charges for interstate usage to points outside of the 50 U.S. states and Puerto Rico, international usage, operator services, directory assistance, and other services and features not specifically included in the plan are assessed at the Company's generally-applicable rates, terms, and conditions for such services.

Monthly Recurring Charge

\$54.65 – Verizon

\$55.65– AT&T

Rates for Usage Not Included in Plan

Intrastate and interstate interexchange calling to points throughout 50 U.S. states and Puerto Rico (per minute of use; minutes of use are rounded up, on a per call basis, to the next full minute.)

\$0.05

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Unlimited PLUS (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. Subject to that restriction, the service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, and unlimited outbound intrastate and interstate interexchange calling to points in the 50 U.S. states and Puerto Rico. If the Customer uses BlueCasa Unlimited PLUS service for purposes other than two-way, individual-to-individual residential communications, such as for commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling, voice chat line services or home office use, the Company may, without notice, suspend, restrict or cancel the Customer's service or may adjust Customer's service to another plan that is consistent with Customer's use.

Service under this plan includes Caller ID, Call Waiting, 3 Way Calling, *69 Call Return, Voicemail with Email Playback, and Inside Wire Maintenance at no additional charge. Charges for interexchange calling outside the plan, operator services, directory assistance, and other services and features not specifically included in the plan are assessed at the Company's generally-applicable rates, terms, and conditions for such services.

Monthly Recurring Charge

(per line/per month) Verizon	\$54.65
(per line/per month) AT&T	\$55.65

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Mega User Plus (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, and up to 1500 combined minutes, per month, of outbound intrastate and interstate interexchange calling to points in the 50 U.S. states and Puerto Rico. All usage to such points in excess of usage allowance is charged at the rates set forth below. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused monthly usage allowance may not be carried forward or backward to any subsequent or prior month. Five compatible custom calling features, excepting voicemail, may be selected.

Service under this plan includes Caller ID, Call Waiting, 3 Way Calling, *69 Call Return, Voicemail with Email Playback, and Inside Wire Maintenance at no additional charge. Charges for international usage, operator services, directory assistance, and other services, and features not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services.

Monthly Recurring Charge

\$54.65 – Verizon

\$55.65 – AT&T

Usage for intrastate and interstate interexchange calling to points in the 50 U.S. states and Puerto Rico beyond allowance (assessed in one minute increments, with each partial minute rounded up to the next full minute):

\$0.05

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Unlimited Platinum (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, and unlimited outbound intrastate and interstate interexchange calling to points in the 50 U.S. states and Puerto Rico. Service under this plan includes Caller ID, Call Waiting, 3-Way Calling, *66 Auto Busy Redial, *69 Call Return, Call Forwarding, Call Screen, Anonymous Call Rejection, and Speed Dialing at no additional charge. Charges for international usage, operator services, directory assistance, voicemail, and other services, and features not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$54.65 – Verizon

\$55.65 - AT&T

\$41.65¹ – Verizon

\$42.65¹ - AT&T

¹ Applies to Customers who subscribed to plan prior to effective date of Advice Letter No. 16 issued by prior service provider, Blue Casa Communications, Inc.

Blue Casa Gold (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas. Service under this plan includes Caller ID, Call Waiting, 3-Way Calling, *66 Auto Busy Redial, *69 Call Return, Call Forwarding, Call Screen, Anonymous Call Rejection, and Speed Dialing at no additional charge. Charges for ZUM Zone 3 usage, interexchange usage, operator services, directory assistance, voicemail, and other services, and features not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$31.56 – Verizon

\$31.65 -- AT&T

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Unlimited Platinum Mega (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas, and up to 1500 combined minutes, per month, of outbound intrastate and interstate interexchange calling to points in the 50 U.S. states and Puerto Rico. All usage to such points in excess of usage allowance is charged at the rates set forth below.

Service under this plan includes Caller ID, Call Waiting, 3-Way Calling, *66 Auto Busy Redial, *69 Call Return, Call Forwarding, Call Screen, Anonymous Call Rejection, and Speed Dialing at no additional charge. Charges for international usage, operator services, directory assistance, voicemail, and other services, and features not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$54.65 – Verizon
\$55.65 AT&T
\$41.65 – Verizon¹
\$42.65 – AT&T¹

¹ Applies to Customers who subscribed to plan prior to effective date of Advice Letter No. 16 issued by prior service provider, Blue Casa Communications, Inc.

Usage for intrastate and interstate interexchange calling to points in the 50 U.S. States and Puerto Rico beyond allowance (assessed in one minute increments, with each partial minute rounded up to the next full minute): \$0.05

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Gold Plus (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas and up to 75 combined minutes, per month, of outbound intrastate and interstate interexchange calling to points in the 50 U.S. states and Puerto Rico. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused monthly usage allowance may not be carried forward or backward to any subsequent or prior month. Service under this plan also includes ten compatible custom calling features at no additional charge. Such features must be selected at the time of initial subscription to service under this plan. Change charges apply to any subsequent additions or changes in features. Charges for ZUM Zone 3 usage, interexchange usage beyond monthly combined-minute allowance, operator services, directory assistance, voicemail, and other services not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$36.65 – Verizon

\$37.65 - AT&T

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Standard

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas. Service under this plan includes Call Waiting at no additional charge. Domestic interexchange calls within the 50 U.S. States and Puerto Rico, and calls to Mexico are assessed at the special rates set forth below, with minutes of use rounded up, on a per call basis, to the next full minute. Charges for ZUM Zone 3 usage, operator services, directory assistance, and other services not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Voicemail, Inside Wire Maintenance Program, and Custom Calling Features not specified in this package are not available. Standard service establishment charges apply.

Monthly Recurring Charge

\$31.66 – Verizon

\$32.66 - AT&T

Special Interexchange Rates

Domestic U.S. (per minute): \$0.10

Mexico (per minute): \$0.15

Blue Casa Value (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2, and mandatory EAS calling areas. Service under this plan includes Call Waiting, Caller ID, 3-Way Calling, and choice of one additional feature (excluding voicemail and Inside Wire Maintenance Program). Domestic interexchange calls within the 50 U.S. States and Puerto Rico, and calls to Mexico are assessed at the special rates set forth below, with minutes of use rounded up, on a per call basis, to the next full minute. Charges for ZUM Zone 3 usage, operator services, directory assistance, voicemail, and other services, and features not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$40.53 – Verizon

\$41.53- AT&T

Special Interexchange Rates

Domestic U.S. (per minute): \$0.10

Mexico (per minute): \$0.15

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Value Plus (GRANDFATHERED: not available to new customers)

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2 and mandatory EAS calling areas. Service under this plan includes Call Waiting, Caller ID, and 3-Way Calling at no additional charge. Upon establishing service to this plan, Subscribers will receive, as a one-time bonus, the first 60 minutes (combined) of outbound calling to interexchange points in the 50 U.S. states, Puerto Rico, and Mexico. After the one-time bonus allowance is exhausted, charges for domestic interexchange calls within the 50 U.S. States and Puerto Rico, and calls to Mexico will be assessed at the special rates set forth below. Minutes of use for all calls, including calls within the one-time bonus allowance, are rounded up, on a per call basis, to the next full minute. Charges for ZUM Zone 3 usage, operator services, directory assistance, voicemail, and other services, and features not specifically included in the plan are

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Value Plus (cont'd)

assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$40.53 – Verizon

\$41.53 - AT&T

Special Interexchange Rates

Domestic U.S. (per minute): \$0.10

Mexico (per minute): \$0.15

Blue Casa Value Plus¹

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2 and mandatory EAS calling areas. Custom Calling Features included in this plan at no additional charge are Call Waiting, Caller ID, and 3-Way Calling. Subscribers paying the monthly recurring charge upon establishing service to this plan will receive free of charge, as a one-time bonus, the first 60 minutes (combined) of outbound calling to interexchange points in the 50 U.S. states, Puerto Rico, and Mexico. After the one-time bonus allowance is exhausted, charges for domestic interexchange calls within the 50 U.S. States and Puerto Rico, and calls to Mexico will be assessed at the special rates set forth below. Minutes of use for all calls, including calls within the one-time bonus allowance, are rounded up, on a per call basis, to the next full minute. Charges for ZUM Zone 3 usage, operator services, directory assistance, voicemail, and other services, and features not specifically included in the plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms and conditions for such services. Standard service establishment charges apply. Starting on the third billing period, a "Good Payer Discount" credit of \$3.88 will be issued to those Subscribers paying their current bill by the stated due date, and will appear as a credit on their next bill.

Monthly Recurring Charge

\$40.53 – Verizon

\$41.53- AT&T

Special Interexchange Rates

Domestic U.S. (per minute): \$0.10

Mexico (per minute): \$0.15

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Premier

This service is restricted to use by residential Customers for two-way, individual-to-individual residential communications. This service includes a local access line, unlimited local calling within ZUM Zone 1 and 2 and mandatory EAS calling areas. Custom Calling Features included in this plan at no additional charge are Call Waiting, Caller ID, and 3-Way Calling. Domestic intrastate and interstate long distance calls within the 50 U.S. States and Puerto Rico, and international long distance calls to Mexico will be billed at the special rates set forth below. Minutes of use for all calls are rounded up, on a per call basis, to the next full minute. Charges for ZUM Zone 3 usage, international services, operator services, directory assistance, voicemail, and other services and features not specifically included in the plan will be billed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Standard service establishment charges apply.

Monthly Recurring Charge

\$40.53 – Verizon

\$41.53 - AT&T

Special Domestic and Mexico Long Distance Rates

Domestic U.S. (per minute): \$0.10

Mexico (per minute): \$0.10

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Value Add-On Long Distance Plans

Subscribers to the Blue Casa Value plan may elect to receive special rates and specified usage allowances for intrastate and interstate interexchange long distance calls within the 50 U.S. states and Puerto Rico and long distance calls to Mexico at the rates shown below. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused usage allowance may not be carried forward or backward to any subsequent or prior month. Charges for calling not included in plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Charges assessed and allowance applied on a per line basis.

Value Calling Plan

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
0 minutes	\$0.07	\$5.00

100 Plan

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
First 100 minutes (combined)	\$0.07	\$7.00

200 Plan

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
First 200 minutes (combined)	\$0.05	\$10.00

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Value Add-On Long Distance CarryOver Plans

Subscribers to Blue Casa Value, Blue Casa Value Plus, or Blue Casa Premier plans may elect to receive special rates and specified usage allowances for intrastate and interstate long distance calls within the 50 U.S. States and Puerto Rico, and international long distance calls to Mexico at the rates shown below. Minutes of use are rounded up, on a per call basis, to the next full minute. All unused usage allowances under these plans (i.e. from the current and any previous bill period) will be carried forward to the next bill period provided the Subscriber's current bill for all Blue Casa services is paid in full by the stated due date. Failure to pay any portion of the bill will result in a forfeiture of the entire portion of the usage allowance, including all unused minutes from the current and prior periods, that would otherwise have been carried over to the next billing period. Charges for calling not included in plan are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Charges billed and usage allowance are applied on a per line basis.

US Long Distance – 400 Minutes

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
400 minutes (combined)	\$0.05	\$10.00

US Long Distance – 1,000 Minutes

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
First 1,000 minutes (combined)	\$0.05	\$20.00

US and Mexico Long Distance – Value Calling

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
0 minutes	\$0.07	\$5.00

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Value Add-On Long Distance CarryOver Plans (cont'd)

US and Mexico Long Distance – 100 Minutes

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
100 minutes (combined)	\$0.07	\$7.00

US and Mexico Long Distance – 200 Minutes

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
200 minutes (combined)	\$0.05	\$10.00

US and Mexico Long Distance – 500 Minutes

Usage Allowance (per month)	Excess Usage Rate (per minute)	Monthly Recurring Charge
First 500 minutes (combined)	\$0.05	\$20.00

Competitive Local Carrier Tariff

BASIC SERVICES

A-1 Residential Service – Verizon and AT&T Service Area (Cont'd)

9. Residential Package Service (cont'd)

Blue Casa Bundle – U.S. Long Distance

Subscribers to Blue Casa bundled service plans¹ may add specified minutes of intrastate and interstate interexchange long distance calling capability within the 50 U.S. states and Puerto Rico to their service plans at the rates shown below. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused usage allowance may not be carried forward or backward to any subsequent or prior month. Charges for interexchange usage beyond monthly combined-minute allowance are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Charges assessed and allowance applied on a per line basis.

Domestic Long Distance

<u>Usage Allowance (per month)</u>	<u>Monthly Recurring Charge</u>
75 Minutes	\$6.00
225 Minutes	\$12.00

Blue Casa Bundle – Mexico Long Distance

Subscribers to Blue Casa bundled service plans¹ may add specified minutes of international long distance calling capability to Mexico to their service plans at the rates shown below. Minutes of use are rounded up, on a per call basis, to the next full minute. Unused usage allowance may not be carried forward or backward to any subsequent or prior month. Charges for usage beyond monthly combined-minute allowance are assessed at the Company's generally-applicable rates, and are subject to the Company's generally-applicable terms, and conditions for such services. Charges assessed and allowance applied on a per line basis.

Mexico Long Distance

<u>Usage Allowance (per month)</u>	<u>Monthly Recurring Charge</u>
100 Minutes	\$7.00
200 Minutes	\$14.00

¹ This long distance plan is not available to Subscribers to the Blue Casa Standard package.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service

1. Applicability

These rates are applicable to Universal Lifeline Telephone Service ("LifeLine") provided to eligible residential subscribers.

2. Territory

Within the base rate areas of all Verizon and AT&T Service Area exchanges as shown and defined in Verizon's current and effective tariffs on file with the Commission.

3. Rates

a.	Initial Service Connection	\$48.00
	California Lifeline Credit	\$38.00
	California Lifeline Charge,: ¹	\$10.00
b.	Service Conversion ²	\$48.00
	California Lifeline Credit	\$38.00
	California Lifeline Charge	\$10.00
c.	Flat Rate Service Charge ³	
	Verizon - per line, per month:	\$22.00
	California Specific Support Credit	\$12.65
	Federal Lifeline Credit	\$2.75
	California Lifeline Flat Service Rate	\$6.60
	AT&T - per line, per month:	\$23.00
	California Specific Support Credit	\$11.31
	Federal Lifeline Credit	\$4.85
	California Lifeline Flat Service Rate	\$6.84
d.	Measured Rate Service Charge ⁴	
	(per line, per month):	\$2.91

¹ Charge applies to all qualifying households residing at the same address, and any time a qualifying household establishes LifeLine, re-establishes LifeLine at the same residence to which LifeLine was previously provided, establishes LifeLine at a new residence, or switches LifeLine from one utility to another. Charge may be paid in three equal monthly installments, without an interest charge. Late payment of any installment shall be subject to late payment charges in accordance with this tariff.

² Charge applicable each time a LifeLine Subscriber requests a change in the class, type, or grade of service, including requests to change from Foreign Exchange Service. There is no limit on the number of times a LifeLine Subscriber may effect a change in the class, type, or grade of service at this rate.

³ Includes Unlimited Calling Between Points in Subscriber's Local Calling Area.

⁴ Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

3. Rates (Cont'd)

- e. Measured Rate Service Usage Rates for Calls Between Points in Subscriber's Local Calling Area Over 60 Call Monthly Allowance (per message): \$0.08
- f. Calls to points outside of the Local Calling Area (ZUM Zones 1&2) are subject to standard residential tariff rates.
- g. LifeLine Subscribers will not be charged for toll-limitation service.
- h. LifeLine Subscribers will not be assessed Universal Lifeline Telephone Service ("ULTS") surcharge, California High Cost Fund ("CHCF")-A surcharge, CHCF-B surcharge, California Relay Service/Communications Device Fund ("CRS/CDF") surcharge, or California Teleconnect Fund ("CTF") surcharge.
- i. Lifeline Subscribers will receive a credit equal to 100% of Company's End User Common Line (EUCL) charge.

4. Special Terms and Conditions

- a. LifeLine is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, building, flat, apartment, or apartment (a dwelling unit) occupied entirely by a single household as that term is defined by the rules. A room or portion of a dwelling unit occupied exclusively by a household not sharing equally as a member of the domestic establishment may be considered a separate residence for purposes of establishing that individual's eligibility for Lifeline.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

- b. The principal residence of a Subscriber to LifeLine must not be served by more than one LifeLine line except as otherwise provided herein. A household shall be eligible to receive two LifeLine lines if: (a) the household meets all LifeLine eligibility criteria; (b) the household has a disabled member who has immediate and continuous access to a TTY within the household; and (c) the TTY is issued by the DDTP or the disabled member submits to the CertA a medical certificate indicating the member's need for a TTY. All LifeLine rules and regulations that apply to the one ULTS line shall apply equally to the second LifeLine line provided to a household.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

- c. LifeLine is available only to Subscribers who meet either the income-based criterion or the program-based criterion for LifeLine service, as established by the Commission. No person who is claimed as a dependent on another person's income tax return is eligible for LifeLine.

(1) To meet the income-based criterion, the total household income for the fiscal year in which LifeLine service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the income limits established by the Commission. Such limits are published in the currently effective and filed tariff of Pacific Bell Telephone Company ("Pacific Bell"). The Company hereby concurs in the specification of such limits set forth in Pacific Bell's tariff and in accordance with the liability limitations of such tariff. Total household income includes all revenues, from all household members, from whatever source derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and cash payments from other sources, and all employment-related, non-cash income. For households with self-employed members, the "income from self-employment" shown on IRS Form 1040, Schedule C, line 29, shall be used in the determination of whether the household is eligible to participate in the LifeLine program. Borrowed money will not be considered as income when determining eligibility for participation in the LifeLine program. Funds transferred from one account to another, such as from a savings account to a checking account, shall not be considered as income when determining eligibility for the LifeLine program, even if such funds are used for living expenses. The Subscriber must provide to the CertA income documentation substantiating the Subscriber's household income. Acceptable documentation includes: prior year's state, federal, or tribal tax return; current income statement from an employer or paycheck stub for three consecutive months worth of the same type of statements within the calendar year.; statement of benefits from Social Security, Veterans Administration; statement of benefits from retirement/pension; Unemployment/Workmen's Compensation; a divorce decree; child support document; and other official documents.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

c. (cont'd)

(2) To meet the program-based criterion, the subscriber or a member of the Subscriber's household must be a participant in a means-tested program approved by the Commission. Approved means-test programs include: Medicaid or Medi-Cal; CalFresh Program, formerly known as "Food Stamps"; Supplemental Social Security Income; Federal Public Housing Assistance (Section 8); Low Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF, known as California Work Opportunity and Responsibility to Kids CalWORKs), Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs), Welfare-to-Work (WTW), and Greater Avenues for Independence (GAIN); National School Lunch Program (NSLP); Tribal TANF; Bureau of Indian Affairs General Assistance; Head Start Income Eligible (Tribal Only); Healthy Families Category A; Women, Infants and Children (WIC). A customer denied LifeLine eligibility for not being a member of a listed program who can demonstrate membership in a county-equivalent means-test program can appeal the denial decision with the Commission Consumer Affairs Branch (CAB).

- d. Each Subscriber enrolling in the LifeLine program is subject to a certification process administered by CertA, except that a Subscriber who previously has been certified while participating in the program and has maintained eligibility for the program in all respects will not be required to go through the certification process in order to change carriers or to establish service at a new principal residence.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

- e. The Subscriber will not be furnished service under the LifeLine program until the Company is notified by the CertA of the Subscriber's eligibility. Prior to such notification by the CertA, service provided to the Subscriber shall be subject to the Company's regular rates, terms, and conditions of service, including deposit requirements; provided, however, that the Subscriber shall have the option of paying the nonrecurring basic service establishment charge and basic service deposit in three equal monthly installments, with no interest charge. This installment payment option does not apply to any nonrecurring charges or any portion of a deposit that applies to requests for toll service, custom calling features, or other non-basic services. Upon receipt of notification from the CertA that the Subscriber is eligible for service under the LifeLine program, the Company shall credit the Subscriber for LifeLine discounts for the period beginning with the LifeLine Service Start Date or, at the Subscriber's option if the net credit would be at least \$10.00, issue a refund check in the amount of such discounts. For the purpose of calculating such discounts, the Lifeline Service Start Date means: (i) in the case of a Subscriber who, at the time the request for LifeLine service is made is not an existing Subscriber to the Company's local exchange service, the date that the Company begins providing local exchange service to the Subscriber; and (ii) in the case of a Subscriber who, at the time the request for LifeLine service is made is an existing Subscriber to the Company's local exchange service, the date of such request.
- f. Each Subscriber to LifeLine must annually verify his or her eligibility for LifeLine under either the income-based criterion or the program-based criterion in accordance with the processes administered by the CertA. In the event the Company is notified by the CertA that the Subscriber has failed to meet or comply with the verification requirements, the Subscriber will be removed from the LifeLine program and converted to regular service, effective as of the removal date specified by the CertA. Subscribers who wish to re-establish LifeLine service after removal from the program will be treated as new Subscribers, subject to the certification process and payment of a conversion charge. The LifeLine discounts will not be applied retroactively to the date of removal.

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

- g. Except as provided in paragraph f, no deposit or other form of security will be required of an Applicant for LifeLine unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.
- h. Each Subscriber to LifeLine must notify the Company when he or she no longer qualifies for LifeLine or a second LifeLine line, or if the service no longer meets the household's needs. Upon receipt of such notification, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service.
- i. The Commission or the Commission's agent may audit and verify a Subscriber's eligibility to participate in the LifeLine program. Upon receipt of notification from the Commission or the Commission's agent that the Subscriber is not eligible for service under the LifeLine program, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service; but, the Company may require a deposit, if applicable. The Commission or the Commission's agent may bill the Subscriber for any LifeLine discounts the Subscriber should not have received during the period covered by the audit, plus interest in accordance with the Three-Month Commercial Paper Rate.
- j. Notwithstanding any restrictions set forth in this tariff relating to disclosure of non-published customer information, the Company shall provide LifeLine Subscriber information to the CertA, as required by, and in accordance with, Commission requirements.

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
3rd Revised Cal. P.U.C. Sheet No. 79
Cancelling 2nd Revised Cal. P.U.C. Sheet No. 79

Competitive Local Carrier Tariff

BASIC SERVICES (Cont'd)

A-2 Lifeline Service (Cont'd)

5. Special Service Options

LifeLine Subscribers may subscribe to non-basic service features and services at applicable regular tariff rates. LifeLine Subscribers who elect non-basic features and services will receive a discount on the monthly recurring charge at rate referenced below:

Monthly Recurring Discount

Verizon

California Lifeline Credit \$11.85

Federal Lifeline Credit \$2.75

AT&T

California Lifeline Credit \$9.31

Federal Lifeline Credit \$4.85

Blue Casa Telephone, LLC (U-7222-C)
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114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 80
Cancelling 1st Revised Cal. P.U.C. Sheet No. 80

Competitive Local Carrier Tariff

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 81
Cancelling 1st Revised Cal. P.U.C. Sheet No. 81

Competitive Local Carrier Tariff

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 82
Cancelling 1st Revised Cal. P.U.C. Sheet No. 82

Competitive Local Carrier Tariff

Blue Casa Telephone, LLC (U-7222-C)
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Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 83
Cancelling 1st Revised Cal. P.U.C. Sheet No. 83

Competitive Local Carrier Tariff

Blue Casa Telephone, LLC (U-7222-C)
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114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 84
Cancelling 1st Revised Cal. P.U.C. Sheet No. 84

Competitive Local Carrier Tariff

Blue Casa Telephone, LLC (U-7222-C)
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Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 85
Cancelling 1st Revised Cal. P.U.C. Sheet No. 85

Competitive Local Carrier Tariff

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

Schedule Cal. P.U.C. CLC 1-T
2nd Revised Cal. P.U.C. Sheet No. 86
Cancelling 1st Revised Cal. P.U.C. Sheet No. 86

Competitive Local Carrier Tariff

Competitive Local Carrier Tariff

CUSTOM CALLING SERVICES

A-1 Feature Descriptions

Custom Calling Features may be offered subject to availability from the underlying carrier:

1. Call Forwarding

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

Busy/No Answer Call Forwarding allows the forwarding of incoming calls when the line is busy or not answered after a pre-selected number of rings. The forwarded number is fixed by the service order.

Selective Call Forwarding - allows the automatic forwarding (transfer) of calls from up to ten pre-selected numbers to another telephone number. The line can be restored to normal operation at any time.

2. Call Waiting

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

Call Waiting – Cancel allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is canceled.

Call Waiting with ID provides caller information (name and number) in addition to call waiting service as described above. The subscriber must subscribe to both Caller ID and Call Waiting with ID. Call Waiting ID compatible display equipment is required.

3. Three Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

Competitive Local Carrier Tariff

CUSTOM CALLING SERVICES (Cont'd)

A-1 Features (Cont'd)

4. Speed Dial

Speed Dial allows a call to be made to a telephone number, from a pre-selected list of ten numbers established by the customer, by dialing a two digit code.

5. Priority Call

I

Priority Call differentiates incoming calls from up to ten pre-selected telephone numbers by signaling with a distinctive ringing pattern.

6. *66 Auto Busy Redial

*66 Auto Busy Redial allows calls to be automatically redialed when the first attempt reaches a busy number. The line is checked for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.

9. Call Screen

Call Screen allows the automatic blocking of incoming calls from up to ten preselected telephone numbers. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply.

Competitive Local Carrier Tariff

CUSTOM CALLING SERVICES (Cont'd)

A-1 Features (Cont'd)

10. *69 Call Return

*69 Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number is not delivered or announced to the call recipient. Call Return is available only when the called and calling parties are in the same LATA.

11. Call Trace – Law Enforcement

Allows a call to be dialed to automatically record a caller's originating telephone number and the date, and time of the call as well as the date and time of the trace. The recorded information will be disclosed only to a law enforcement agency for purposes of investigation.

12. Caller ID

Caller ID provides for the display of an incoming name and telephone number of a customer provided screen. The Caller ID feature will forward the calling name and number from the appropriately equipped central office to the customer provided display device.

13. Anonymous Call Rejection

Anonymous Call Rejection allows a customer to reject calls from callers who have activated a blocking option in order to prevent the display of their telephone number. Anonymous Call Block is activated or deactivated by dialing a pre-assigned code.

14. Call Waiting with ID

Displays the name and telephone number of an incoming call on special customer-provided equipment when telephone is in use, except then when the calling party's listing is unpublished, only the name appears.

Competitive Local Carrier Tariff

CUSTOM CALLING SERVICES (Cont'd)

A-1 Features (Cont'd)

15. Toll Block

Prevents the completion of billable toll calls. Calls to ZUM Zones 1 and 2, toll-free (800, 888, etc.) calls, 411, 611, 711, and 911 can still be completed. Certain collect and third party-billed calls are not subject to billing validation and may be completed despite subscription to toll blocking service. Customer will be billed for and must pay the charges for such calls.

16. Caller ID Blocking – Complete

Prevents your name and number from being sent with outgoing calls.

17. Distinctive Ring

Distinctive Ring allows for two separate numbers to be assigned to a single line with each number generating a unique ring pattern when receiving incoming.

18. Do Not Disturb

Do Not Disturb allows for incoming calls to be screened and handled based on a pre-selected list. The customer call select up to 12 numbers to ring through based on being on the pre-selected list; all other numbers receive a message indicating the customer is not receiving calls.

19. Voice Mail

Voice Mail provides a network based answering service that allows incoming callers to record a message when the phone line is busy or not answered. The service is provided with Call Forward – Busy/No Answer whereby calls are forwarded during this condition to the voicemail box of the subscriber. Each Voicemail customer can elect to have messages forwarded to their e-mail service, subject to the availability of suitable facilities, to indicate that a voicemail or other message has been stored by the Customer's voicemail box. Messages can be retrieved by dialing into the voicemail service and entering the Customer's unique code.

Voice Mail – Spanish

Provides Spanish language prompts with Voice Mail service, as described above.

Voice Mail with Email Playback

Provides an option to have voicemails sent to Customer's designated email address as a .wav file attachment to an email, allowing the customer to listen to voicemails via audio capability on a personal computer.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES

A-1 Directory Listings: Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Subscribers. However, the Company will arrange for Subscribers, other than Subscribers requesting nonpublished service, to be listed in the directories and directory assistance records of incumbent local exchange carriers, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in the directory listing schedules of incumbent carriers on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Subscriber, at no charge, one copy of the incumbent local exchange carrier white and yellow pages directory applicable to the location at which the Subscriber receives service.

The Company's subscribers may not make a la carte listing requests or change in listing status. Customers who wish to change their status, e.g. published to non-published status, will be charged the following fee each time a listing status is changed:

Listing Status Change Fee, per change	\$4.99
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A-2 Non-Published Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 18 of this tariff.

Non-Published Service Charge per line, per month) :	\$1.50
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Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-3 Non-Listed Service

At the request of the Subscriber, the Subscriber's name, address and telephone number will not be listed in any directory available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 18 of this tariff.

Non-Listed Service Charge (per line, per month):	\$1.25
---	--------

A-4 Additional Listing Service

At the request of the Subscriber, an additional separate listing of the Subscriber's number will be listed in any directory or directory assistance record available to the public.

Additional Listing Service Charge (per line, per month):	\$1.75
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A-5 Non Service Area Directory Listing Service

At the request of the Subscriber, and where capability exists, the listing of the Subscriber's number will be listed in a directory other than the local directory of the service area of the subscriber

Additional Listing Service Charge (per line, per month):	\$1.50
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Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-8 Directory Assistance

Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

	<u>Charge</u>
1. Intrastate Directory Assistance (per call):	\$1.50
2. National Directory Assistance (per call):	\$1.50
3. Directory Assistance Call Completion Connection (per call)	\$0.40
4. A credit will be given for calls to Directory Assistance when:	
a. the Customer experiences poor transmission or is cut-off during call.	
b. the Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA.	

To receive a credit, the Customer must notify the Company of the problem experienced.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-9 Operator Services

1. Per Call Charges

a. Basic Operator (operator handled, sent paid, station-to-station service)

	<u>Charge (per call)</u>
Live Operator	\$1.49
Automated	\$0.49

b. Calling Card (station-to-station call charged to acceptable telephone company calling card)

	<u>Charge (per call)</u>
Live Operator	\$1.49
Automated	\$0.49

c. Third Party Billing/Collect (station-to-station service)

	<u>Charge (per call)</u>
Live Operator	\$1.49
Automated	\$0.49

d. Busy Line Verification (BLV) and Emergency Interrupt (BLVI)

	<u>Charge (per call)</u>
BLV	\$1.49
BLVI	\$3.00

2. Usage Charges (Usage is billed in one-minute increments. Usage is rounded up to the next full one-minute increment)

Per Minute	\$0.20
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Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-10 900/976 Blocking

1. Applicability

Applicable to all Subscribers of the Company's local exchange service.

2. Territory

Within the base rate areas of all exchanges served by the Company

3. Description

The Company will, where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

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also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-10 900/976 Blocking (Cont'd)

4. Rates

	<u>Initial Order Charge</u>	<u>Subsequent Order Charge</u>
Residential (per line)	\$0.00	\$4.99

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-11 Equal Access

A. Carrier Selection Process for Equal Access

1. The Carrier Selection Process is an agreement whereby:

(1) A subscriber may select an authorized carrier to place intrastate, interLATA MTS/MTS-type calls without the 10XXXX access code. This carrier is referred to as the subscriber's interLATA primary interexchange carrier (PIC).

(2) A subscriber may select an authorized carrier to place intrastate, intraLATA MTS/MTS-type calls without the 10XXXX access code. This carrier is referred to as the subscriber's intraLATA primary interexchange carrier (IPIC).

2. On the effective date(s) of intraLATA equal access, subscribers who have not designated a different IPIC will continue with the Company's intraLATA toll service.

3. In end offices where equal access is available, new subscribers must presubscribe to the PIC and/or IPIC of their choice at the time an order is placed for service. If a PIC and/or IPIC is not chosen at the time the order for service is submitted, the subscriber may access the interexchange carrier of the subscriber's choice by dialing the appropriate 10XXXX carrier identification code.

4. The full nonrecurring IPIC charge is applicable when an intraLATA IPIC change is ordered separately from the interLATA PIC change and/or when a subscriber presubscribes to different carriers, at the same time, for interLATA and intraLATA service. If a subscriber changes both PIC and IPIC at the same time, to the same IC, CLC, or LEC, the Company will bill the subscriber the full nonrecurring PIC change charge and one-half of the respective IPIC change charge.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-11 Equal Access (Cont'd)

A. Carrier Selection Process for Equal Access (Cont'd)

5. The Company will make post conversion changes in the subscriber's PIC or IPIC assignment pursuant to carrier provided list of customers. Should a subscriber dispute authorization of the change within 90 days of the PIC or IPIC assignment, and if the carrier cannot produce a letter of agency of confirmation from the subscriber, the Company will place the subscriber on the previous carrier's network where possible and the carrier will be billed one Unauthorized PIC or IPIC charge, for the change to the disputed carrier and one PIC or IPIC change charge, for placing the subscriber on the carrier network of his/her choice.

If the carrier produces the letter of agency or confirmation of choice within 30 days of the Company's request, the subscriber will be billed two PIC or IPIC charges in lieu of charges to the carrier. Charges are only applicable if a change in a subscriber's or agent's carrier selection has been implemented in the switch.

6. Rates -

	Nonrecurring Charge
(1) Charge for authorized PIC or IPIC change (per line):	\$6.99
PIC/IPIC Change (change made at the same time to the same IC, CLC or LEC for both interLATA and intraLATA) (per line):	\$6.99
(2) Charge for unauthorized PIC or IPIC change (per line):	\$50.00

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-12 Number Referral Service

Number Referral Service is a service provided to Subscribers who have either moved to a new location or have requested a telephone number change. When callers dial the former number they are routed to a prerecorded message which informs them of the new number. Number Referral for an initial period of 30 days is provided free of charge. Up to two additional months are available for a one time charge for each month.

1. Charges (per number):

First month	Free
Additional month or fraction thereof	\$20.00
Additional two months or fraction thereof	\$40.00

2. Special Conditions:

The disconnected or changed number will remain dedicated for the Subscriber's selected referral period unless the Company determines it necessary to reassign and use the referred number.

If the company initiates the number change, the number referral service will be provided free of charge only for a period of 30 days.

If a telephone number change is initiated due to a high volume of misdirected calls, Number Referral Service will be provided at no charge for a period of 3 months.

Credit allowance or refunds will only be provided as applicable for an incorrect referral due to the Company's error (such as no referral when one was requested) or for situations in which the Company needs to use a referred number before the Subscriber's requested referral period has expired. The credited amount will be based on the actual number of days Number Referral Service was not provided. To determine the credit allowance for a fraction of a month, every month is considered to have 30 days.

A-13 Alternate Payment Methods

At the Customer's option, a Customer may pay the Company's bills by a credit card acceptable to the Company or by automatic transfer from the Customer's bank account instead of through normal payment methods. This option may be selected on a payment-by payment basis to make a single payment by telephone call to the Company or may set up, in advance, for use on a continuing basis as the Customer's regular method of payment. A charge will be assessed for each bill paid using these options, as follows:

Payment-by-Payment (per payment):	\$5.00
Continuing (per payment):	\$1.00

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-14 Duplicate Bill Charge

At the Customer's option, Customer may view and print his/her six most recent statements by logging onto Customer's account online. A Duplicate Bill Charge of \$5.00 per bill copy, may apply to a Customer's request for duplicate copies of telephone bill(s). This service is available where billing and technology exists.

Duplicate Bill Charge will not be applied when:

- a. Customer requests a copy of the bill due to non-receipt of an initial bill after installation, transfer or change address orders
- b. Customer has not received a bill due to Company error in the address of the bill
- c. Customer requests a copy of the current monthly bill or final bill.

A-15. Service Changes, Discontinuation, Suspension, Restoral

Verizon Service Areas

Nonrecurring charges apply, in addition to other charges specified in this tariff, to process orders for establishing or changing services (per line, per order) as specified below:

	<u>Non Recurring Charge</u>
Regrade to ULTS	\$10.00
Move Order (ULTS)	\$10.00
Move Order (non-ULTS)	\$48.00
Telephone Number Change	\$14.99
Reinstate from Suspend	\$14.99
Remove *66/*69 Blocking	\$ 4.99
Remove other Restrictions	\$ 4.99
PIC Change Charge	\$ 6.99
Long Distance Access	\$ 4.99
Remove Voicemail	\$ 9.99
Remove Feature	\$ 4.99
Call Trace – Law Enforcement	\$ 9.99
Change Bill Responsibility	\$14.99
Change Bill Language	\$ 2.99
Bundle Feature Change	\$ 2.99
Bundle Downgrade/Change	\$ 4.99
Change in Caller ID blocking option:	\$ 6.99 ¹
Non-Pay disconnect:	\$24.99
Re-Grade Business Line to Residential Line	\$14.99
Expedite Charge (for request to complete order in advance of Company's standard due date): (per ordered item)	\$ 9.99

¹ Blocking option may be changed at no charge one time after initial establishment of service.

Competitive Local Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-16 Inside Wire Maintenance Program

Blue Casa Subscribers who elect to be covered by the maintenance program for residential repair service shall be covered immediately upon purchase of the program when insurance is purchased at the time of the initial telephone service order. Subscribers who do not elect to purchase the program at the time of the initial service order but wish to add insurance at a later date may do so, but there will a 7 business-day waiting period before inside-wire repair service will be covered by the program.

Monthly Recurring Fee (per line)

\$4.99

Non-Recurring Charge

\$0.00

Blue Casa Inside Wire Maintenance Program covers the labor rate for repair of residential inside wiring and includes all standard wiring, jacks, and connections. The program excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems, computers, and answering machines. The program does cover the isolation of a problem to a faulty piece of equipment or hardware. The program does not cover repairs to signal cords from jacks to particular pieces of hardware or equipment. The program applies only to wiring, jacks, and connections located within permanent residential buildings and structures. The program does not cover repairs to wiring or other facilities in commercial buildings, temporary or portable buildings such as construction sheds, motor vehicles, or marine vessels. Dispatch for reported problems not related to inside wire will be billed at the Company's prevailing rates. The Company's Inside Wire Maintenance Program is not available in all areas.

Repair Services

Subscribers not covered under the Inside Wire Maintenance Program may purchase inside wire repair service at a fixed rate of \$75 per hour with a one-hour minimum charge.

Competitive Local Carrier Tariff

INTERCARRIER ARRANGEMENTS

A-1 Interconnection and Termination of Local Traffic

1. Interconnection

Arrangements for interconnection by local exchange carriers and competitive local carriers with the Company's facilities will be negotiated on a case-by-case basis.

2. Termination of Traffic

The Company will terminate local traffic from local exchange carriers and other competitive local carriers with which it interconnects. Terms, conditions, and compensation methods for handling such traffic will be negotiated on a case-by-case basis.

3. Provisions for Number Portability

At the request of a local exchange carrier or other competitive local carrier providing service to a former Subscriber to the Company's service, the Company will automatically forward calls that are dialed to the number assigned by the Company to the former Subscriber, to the Subscriber's new number assigned by the local exchange carrier or other competitive local carrier. The forwarding of such calls shall be undertaken in accordance with, and subject to, all of the tariff rates, terms, and conditions applicable to reciprocal call forwarding services provided by the Incumbent LECs, or the other competitive local carrier, as applicable, and the Company hereby concurs in and incorporates by reference such tariff provisions.

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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Competitive Local Carrier Tariff

INTERCARRIER ARRANGEMENTS

[reserved for future use]

PROMOTIONS AND OTHER SPECIAL OFFERINGS

1. Customer Referral Program

Active Blue Casa Subscribers in good standing (with no late payment history or overdue amounts owed to the Company) may refer new Subscribers to the Company's service and receive a credit of \$20.00 for each new local telephone Subscriber referred to the Company's service who remains in good standing (with no late payment history or overdue amounts owed to the Company) for a minimum of 90 days after establishing service. Blue Casa will also provide the new Subscriber a credit of \$10.00. The foregoing credits will be applied to the Subscribers' respective bills. In the event the new Subscriber does not stay with Blue Casa for 90 days, the credits in each instance will be reversed. Any unused portions of a credit will be carried over to subsequent bills. Credits will be issued under this program only if the new Subscriber signs up for service through Blue Casa's direct marketing team (i.e., no credits will be issued for subscriptions procured by agents) and the new Subscriber identifies the referring Subscriber at the time service is first ordered.

2. Pay On Time Discount

Customers who subscribe to residential service as referenced in Section A-1.9, will be eligible for a Pay on Time discount. Starting on the third billing period, a "Pay On Time" discount credit of \$2.99 will be issued to those Customers who pay their current bill by the stated due date. This discount will appear as a credit on their next bill.

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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Canceling 1st Revised Cal. P.U.C. Sheet No. 105

Competitive Local Carrier Tariff

FORMS

Deposit Receipt

SAMPLE

DEPOSIT RECEIPT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \$
{deposit amount}.

This deposit, less the amount of any unpaid bills for services furnished by the Company, will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after twelve (12) months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

Sincerely,

Blue Casa Telephone, LLC

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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Canceling 1st Revised Cal. P.U.C. Sheet No. 106

Competitive Local Carrier Tariff

FORMS (Cont'd)

Denial of Service

SAMPLE

DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for local telephone service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish local telephone service by paying a deposit. Please call our customer service department at 866-566-2583 to obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our customer service department at the above number.

Sincerely,

Blue Casa Telephone, LLC

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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2nd Revised Cal. P.U.C. Sheet No. 107
Canceling 1st Revised Cal. P.U.C. Sheet No. 107

Competitive Local Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance

SAMPLE

DISCONTINUANCE OF SERVICE FOR NON-PAYMENT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Our records indicate that your account is past due. In order to avoid any interruption in your telephone service, payment in the amount of \$ {amount} must be received by us no later than {date}. If payment in full is not received on or before that date, your service will be disconnected. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month's usage, plus reconnection charges. Your local service will not be disconnected for nonpayment of Category III or other unregulated competitive services.

If you believe that the amount now overdue was billed in error, the Company will investigate the disputed amount upon written request. If, after the Company completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by the Company to be due.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. Upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. Service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review.
5. Your failure to make such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
114 E. Haley Street, Suite A
Santa Barbara, California 93101

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Competitive Local Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance (Cont'd)

6. If before completion of the PUC's review, additional bills become due that you wish to dispute, you must also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due. Your failure to do so will warrant discontinuance of service.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our customer service department at 866-566-2583.

Sincerely,

Blue Casa Telephone, LLC

Blue Casa Telephone, LLC (U-7222-C)
also dba Telscape Communications
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Schedule Cal. P.U.C. CLC 1-T
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Canceling 1st Revised Cal. P.U.C. Sheet No. 109

Competitive Local Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance (cont'd)

AVOID DISCONNECTION OF YOUR HOME PHONE SERVICE

[Subscriber Name]
[Subscriber Street Address]
[City, State, ZIP Code]

Our records show that your Blue Casa account is seriously past due and you are at risk of losing your home phone service. Paying late can result in: negative credit history, collection fees, difficulty obtaining credit and/or loans.

**We must receive your payment of [\$ amount] PAST DUE before [DATE]
to avoid the costly disconnection of your home phone service.**

If your phone service is disconnected, you will be required to pay all applicable past due charges, a reconnection fee of \$24.99, and you will be at risk of losing your home telephone number. Additionally, it may take up to 10 business days after your payment is credited to reactivate your service and before you would be able to use your phone. To prevent these and other adverse collection actions, please act today!

We accept payments by cash, check, Moneygram, debit card or credit card and you must call today. We are available to assist you during our extended weekday business hours and on weekends.

Please call today.

1-866-514-8846

If you have recently made your payment, we thank you. If you have not yet made your payment, please contact us immediately to let us know when you will be making your payment to avoid disconnection of your home phone service.

Sincerely,

[Named Representative of]
Blue Casa Telephone, LLC