

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION OF THE FAILURE)
OF CERTAIN NON-DOMINANT)
TELECOMMUNICATIONS PROVIDERS) CASE NO. 2017-00034
TO FILE REPORTS REQUIRED)
PURSUANT TO KRS 278.140)

ORDER

On February 21, 2017, the Commission ordered non-dominant telecommunications providers who are registered to provide service in Kentucky and whose names and last-known addresses appear in an appendix to that Order to show cause within 30 days of the date of the Order why their authority to operate in this Commonwealth should not be revoked for failure to comply with KRS 278.140. The Order, which arose from the companies' failure to file a report of the gross earnings or receipts derived from intra-state business, notified the companies that, in the absence of a timely response to the Order, each carrier's authorization to provide service in Kentucky would be revoked, its tariff, if it maintained one on file with the Commission, would be removed from the Commission's files, and its name would be stricken from the Commission's list of active utilities.

Since the Order was issued, the companies listed in Appendix A to this Order have either responded and satisfied the Commission that they should not be penalized as set forth in the Order, or they have filed their delinquent reports. The 30-day period has now expired and, in accordance the terms of the February 21, 2017 Order, the remaining

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5/12/2017

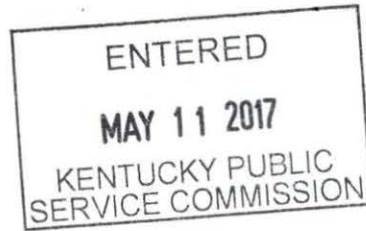
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

companies are hereby notified that they are no longer authorized to provide service in Kentucky.

IT IS THEREFORE ORDERED that:

1. The companies listed in Appendix A are dismissed from this proceeding.
2. The authority of the companies listed in Appendix B to operate in Kentucky is revoked.
3. Each company whose authority to operate has been revoked shall immediately cease providing service in this state and notify its customers affected by the Order that they must obtain service from another carrier.

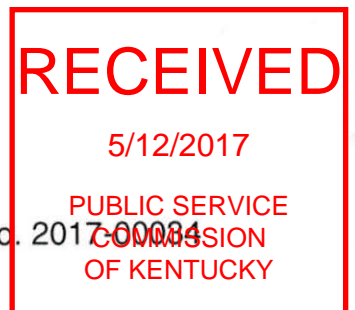
By the Commission



ATTEST:


Executive Director

Case No. 2017-00084



APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2017-00034 DATED **MAY 11 2017**

The following Companies are dismissed as parties:

Utility ID: 22205368

C.M., Inc. d/b/a Carrier Marketing, Inc.

George A Atkinson
1030 Oak Trace
Evansville, IN 47725-7138

Utility ID: 4107300

Lycamobile USA, Inc.

Abhay Kangle
24 Commerce St., Suite 100
Newark, NJ 07102

Utility ID: 4109950

The People's Operator USA, LLC

Beth Brandenstein
c/o GSAssociates, LLC
1595 Peachtree Pkwy,
Suite 204-337
Cumming, GA 30041

Utility ID: 5056840

Wild Telecommunications, Inc.

Terry Corbin
220 Greenbriar Road
Lexington, KY 40503

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APPENDIX B

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2017-00034 DATED **MAY 11 2017**

The following Companies' authority to provide service in Kentucky is revoked.

Utility ID: 5174300

ABA Net, LLC

Jerry Flavin
2400 Research Blvd, Suite
210 Rockville, MD 20850

Utility ID: 5145000

**Airnex Communications,
Inc.**

Arnold Marasigan
5000 Hopyard,
Suite 240
Pleasanton, CA 94577

Utility ID: 22205468

**American Broadband, Inc.
d/b/a United Network
Services**

Peter Robles
3220 Keller Springs Rd. #108
Carrollton, TX 75006

Utility ID: 5179680

Angel Americas, LLC

Roland J. Bopp
919 3rd Avenue,
11th Floor
New York, NY 10022

Utility ID: 5056760

Beaver Telecom, LLC

Rosanne Walton
1509 McDuffie Street
Houston, TX 77019

Utility ID: 5179780

CereTel Incorporated

Thomas M Lynch
700 Melvin Ave., Suite 1
Annapolis, MD 21401

Utility ID: 5121400

**Communication Options,
Inc.**

Scott Halliday
921 Eastwind Drive
Suite 104
Westerville, OH 43081

Utility ID: 4107100

**Flatel Wireless d/b/a Zing
PCS**

Adriana Solar
9601 Worswick Court
Wellington, FL 33414

Utility ID: 5151800

**Gateway Telecom, LLC
d/b/a Stratus Wave
Communications**

H. Rusty Irvin
1025 Main St., Suite 900
Wheeling, WV 26003

Utility ID: 5054810

**IBFA Acquisition Company,
LLC**

Baldwin Yung
353 Sacramento Street
Suite 1500
San Francisco, CA 94111

Utility ID: 5015200

**Image Access, Inc. d/b/a
NewPhone**

Sanaullah Abbasi
7324 Southwest Freeway,
Suite 475
Houston, TX 77074

Utility ID: 5179750

LDC Group, LLC

Esat Kabashi
4 Expressway Plaza,
Suite 210
Roslyn Heights, NY 11577

Utility ID: 5056270

NET TALK.COM, INC.

Anastasios Kyriakides
1100 NW 163rd Drive,
Suite 3
North Miami Beach, FL
33169

Utility ID: 5136600

New Century Telecom, Inc.

Karyn Bartel
3050 Royal Blvd South, #175
Alpharetta, GA 30022

Utility ID: 4109450

Pix Wireless, LLC

Andrew Taber
21346 Saint Andrews Blvd,
Suite 225
Boca Raton, FL 33433

Utility ID: 4109100

Solavei, LLC

David W Van Ness
10500 NE 8th Street,
Suite 1300
Bellevue, WA 98004

Utility ID: 5057400

Sunset Fiber, LLC

Ryan B Elswick
333 Fraley Avenue
Duffield, VA 24244

Utility ID: 5100500

Telecare, Inc.

Jane A Roudebush
444 Lafayette Road
Noblesville, IN 46060

Utility ID: 4103900

Total Call Mobile, Inc.

Hideki Kato
1411 W 190th Street,
Suite 700
Gardena, CA 90248

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Utility ID: 5158800
Total Call International, Inc.
d/b/a Amigos Telecom
d/b/a Key Pad d/b/a
International Alliance
Hideki Kato
1411 W 190th Street,
Suite 700
Gardena, CA 90248

Utility ID: 5174000
TTUSA Acquisition, Inc.
Peter Cheung
4345 E Lowell Street,
Suite B Ontario, CA 91761

Utility ID: 5170400
United American
Technology, Inc.
Tom Anderson
700 W 15th Street #1
Edmond, OK 73013



TTUSA ACQUISITION, INC.

of

Seattle, Washington

Rates, Rules and Regulations for Furnishing

Resale Telecommunications Services

Throughout the Entire State of Kentucky

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY


ISSUED: May 5, 2006

EFFECTIVE:

ISSUED BY: TTUSA Acquisition, Inc.

BY: Benjamin Wong, President

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
6/13/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

TITLE SHEET

TTUSA ACQUISITION, INC.

TARIFF NO. 1

This tariff contains the description, regulations and rates applicable to the furnishing of telecommunications service for by TTUSA Acquisition, Inc. with principal offices at 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158. This tariff is on file with the Kentucky Public Service Commission ("Commission"), and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: May 5, 2006

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

EFFECTIVE:

**PUBLIC SERVICE COMMISSION
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~~8/13/2006~~**

**PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED: May 5, 2006

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

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6/13/2006

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SECTION 9 (1)**

By 
Executive Director

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6/13/2006

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SECTION 9 (1)**

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SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase of Rates
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Reduction of Rates
- T - Change In Text or Regulation But No Change In Rate or Charge

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ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: May 5, 2006

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SECTION 9 (1)**

By



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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - TTUSA Acquisition, Inc., unless specifically stated otherwise.

Company - TTUSA Acquisition, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

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1.1 Definitions: (continued)

Disconnect - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

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1.1 Definitions: (continued)

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

1.2 Abbreviations:

IXC - Interexchange Carrier

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

V&H - Vertical and Horizontal

ISSUED: May 5, 2006

EFFECTIVE:

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SECTION 9 (1)

By 
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SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

ISSUED: May 5, 2006

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SECTION 9 (1)**

By 
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2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service agreement.

2.4 Limitation of Liability

2.4.1 The liability of the carrier for damages arising out of mistakes, omissions, interruptions, delays errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay, error or defect in transmission occurred. For the purpose of computing such amount, a month is considered to have 30 days.

2.4.2 The carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3 Carrier shall be indemnified and held harmless by the customer against all other claims arising out of any act or omission of the customer in connection with any service provided by the carrier.

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SECTION 9 (1)

By



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2.4 Limitation of Liability (continued)

2.4.4 The carrier shall not be liable for and the customer indemnifies and holds the carrier harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the equipment or wiring provided by the carrier where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

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

ISSUED: May 5, 2006

ISSUED BY: Benjamin Wong, President
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Seattle, WA 98104-1158

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SECTION 9 (1)

By 
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2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: May 5, 2006

EFFECTIVE:

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

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6/13/2006

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

2.7.3 Deposits

Applicants or Customers whose financial condition is unknown or unacceptable to Carrier may be required to pay a deposit. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system, not to exceed to two (2) month's actual or estimated usage. If customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance. If, at any time, Carrier feels that the customer has established satisfactory credit, the Carrier will refund the amount of the deposit. In any event, deposits or remaining balance thereof will be returned upon termination of service.

Interest will accrue on customer deposits held by the company, beginning on the date the deposit is made.

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED: May 5, 2006

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

EFFECTIVE:

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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**6/13/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

2.7.4 Credit Allowance (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
 2. Interruptions of service for implementation of a customer order for a change in the service;
 3. Interruption caused by the negligence of the customer or his authorized user;
 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

ISSUED: May 5, 2006

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

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6/13/2006

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SECTION 9 (1)

By 
Executive Director

2.7.6 Payment and Billing

- A. Service is provided and billed on a monthly basis. Each customer bill will set forth the company's name, address and toll free Customer Service telephone number which is available 24 hours per day. Each bill will list the charges for individual calls made and taxes will be listed as separate line items. The date after which a penalty may apply to the gross amount shall be indicated on the customer's bill.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. In accordance with KAR 5:006 Section 8 (3)(h), Customers failing to pay a bill for services by the due date will be charged a one-time late payment penalty on the amount owed for such services of \$2.25 for residential customers and \$12.00 for business customers plus and interest charge 1.50% of the unpaid balance, when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. Any payment received by the customer will first be applied to the bill for services rendered.

ISSUED: , 2006

EFFECTIVE:

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.

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SECTION 9 (1)

By  Executive Director

2.7.7 Application of Charges

The charges for service are those charges in effect during the period in service was furnished.

2.7.8 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing the toll free number set forth on all bills. (Toll Free: 1-888-375-8324)

Any unresolved disputes may be directed to the attention of the Commission at:

Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602 - 0615
Toll Free: 1-800-772-4636

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:


- A. No credit shall be allowed for an interruption of less than two hours.
- B. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.
- C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

ISSUED: May 5, 2006

EFFECTIVE:

ISSUED BY: Benjamin Wong, President
TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

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Executive Director

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier, upon 10 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Upon a 10 day and subsequent 5 day prior written notice for non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Carrier may immediately terminate service, without notice if a dangerous condition exist which could subject a person to imminent harm.

2.8.4 Fractional Monthly Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period service was discontinued. Divide the number of days by thirty days and then multiply by the monthly charge.

2.9 Bill Format

The Company's monthly customer invoices will consists of a billing summary of current charges, previous balance due, payments received, and call detail pages. All invoices will include the Company's name, address and toll-free telephone number in compliance with KAR 5:006, §6(3).

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party "hangs up."

There are no charges incurred if a call is not completed.

3.2 Start of Billing

The Start of Service date is the first day which service is actually provided to the customer. The End of Service date is the last day or any portion thereof that service is provided to customer.

3.3 Interconnection

Services furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges are generally flat rated. However, if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

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

V = Vertical Coordinates
H = Horizontal Coordinates

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3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Service Offerings

The Company provides the following services:

3.7.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.7.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective Inbound service customer's request for up to ten (10) 8XX telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

3.7.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free telephone number and personal identification number (PIN) issued by the Company.

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3.7.4 Directory Assistance

The Company will provide requesting customers with listed telephone numbers at a per call charge.

3.7.5 Operator Service

Operator Assisted Services are provided by and billed by the Company's underlying carrier.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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4.2 Long Distance Outbound Service

\$0.059 per minute

Billed in whole minute increments.

4.3 Inbound Service

\$0.059 per minute.

Billed in whole minute increments.

4.4 Travel Card Rates

\$0.79 per minute.

Billed in whole minute increments.

Per call surcharge: None.

4.5 Directory Assistance

The Company's customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the State.

Directory Assistance Charge: \$0.99 per call

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4.6 Returned Check Charge

Any customer issuing Carrier check(s) returned to Carrier will be charged \$15.00 per check.

4.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.8 Dial Around Pay Telephone (Payphone) Surcharge

A dial around surcharge of \$0.35 per call will be added to any completed intrastate toll access code and subscriber 8XX type calls placed from a public or semi-public payphone.

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ISSUED BY: Benjamin Wong, President
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By



Executive Director

TTUSA ACQUISITION, INC.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

<Date>

Account #
Total Amount Due: <total due>

<main contact>
<customer address>
<city, state, zip code>

Dear <main contact>:

If you have called and made arrangements on your account, are awaiting a credit or have mailed a payment, please disregard this letter.

Your payment owed to TTUSA Acquisition, Inc. for service in the amount of \$ <amount due> for the period of <service period> is past due. Failure to pay this amount by <date> may result in disconnection of your service on or after <disconnection date>. Nonpayment of toll charges or any non-regulated charges will not result in disconnection of your local exchange telephone service. However, nonpayment of charges for regulated local services contained in the invoice may result in disconnection of your local service.

To avoid disconnection of your service(s) and possible collection action, please mail your check or money order to TTUSA Acquisition, Inc., 925 Fourth Avenue, Suite 2900, Seattle, WA 98104-1158. An additional charge for re-connection may apply if service is disconnected. Payment to an unauthorized payment agent may result in the untimely or improper crediting of your account.

If your payment or any portion thereof will be delayed, please contact Customer Service immediately at (800) 287-7626 (toll free) to make specific payment arrangements. Customer service hours are Monday - Friday 8:00 a.m. to 5:00 p.m. PST.

If your questions are not resolved after you have called TTUSA Acquisition, Inc., you may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m., weekdays, or visit the OCC website at www.pickocc.org.

Sincerely,

TTUSA Acquisition, Inc.

PLEASE ENCLOSE THIS PORTION WITH YOUR PAYMENT.

<main contact>
<customer address>
<city> <state> <zip code>

Account No. <customer number>
Total Due; <total due>

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TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104

Check here for change of address

CUSTOMER NAME
ADDRESS LINE 1
ADDRESS LINE 2

Mail Check or Money Order to: TTUSA Acquisition, Inc.
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158

Please detach and return above portion with your payment

Remittance Section

Service Period mm/dd/yy through mm/dd/yy
Customer Name <insert>
Account Number 0001
Past Due Amount .00
Current Charges <insert>
Due Date <insert>
Total Amount Due: <insert>

Amount Paid \$ _____

Please make checks payable to TTUSA Acquisition, Inc.

Summary of Account

Local Service Charges \$

Total Current Charges \$

Previous Bill
Payment Received
Adjustments
Past Due Amount

Total Amount due

Due Date mm/dd/yy

Detail of Payments and Adjustments

Payments must arrive before the due date.

Date Description Adjustments Payments

Totals:

NON PAYMENT OF LONG DISTANCE TOLL CHARGES WILL NOT RESULT IN DISCONNECTION OF LOCAL SERVICE.

For questions about your bill, please call
Customer Service at 1-(800)287-7626

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TTUSA Acquisition, Inc.

*For an explanation of any Regulatory Fee,
Tax or Surcharge listed, please contact
TTUSA toll free at (800) 287-7626

For Customer Service, please call (800) 287-7626

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