

NONDOMINANT INTEREXCHANGE CARRIER

TARIFF SCHEDULE

Applicable to

INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

of

SUREWEST TELEVIDEO
dba
SUREWEST BROADBAND
(Name of Utility)

U-6324-C
Utility Code

P.O. Box 969, Roseville, CA 95661.0969
(Mailing Address)

Operating In or Near

Placer and Sacramento Counties

This tariff schedule has been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and rules of this Utility.

Service will be furnished in accordance with this tariff schedule and no officer, employee, or representative of the utility has any authority to waive, alter or amend this tariff schedule or any part thereof in any respect.

(Continued)

	Issued By	Date Filed <u>SEP 11, 2009</u>
Advice Letter No. <u>83</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President - CEO</u>	Resolution No. _____

NONDOMINANT INTEREXCHANGE CARRIER

LIST OF EFFECTIVE SHEETS

<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>
Title	Original	10	Original	20	Original	30	Original
CSA	Original	11	Original	21	Original		
1	Original	12	Original	22	Original		
2	Original	13	Original	23	Original		
3	Original	14	Original	24	Original		
4	Original	15	Original	25	Original		
5	Original	16	Original	26	Original		
6	Original	17	Original	27	Original		
7	Original	18	Original	28	Original		
8	Original	19	Original	29	Original		
9	Original						

*New or revised sheet.

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NONDOMINANT INTEREXCHANGE CARRIER

1. Preliminary Statement

This Tariff contains effective regulations, rates and charges together with information relating to interLATA and intraLATA intrastate long distance telecommunication services in the State of California provided by SureWest TeleVideo (the “Company” or “Utility”), subject to the jurisdiction of the California Public Utilities Commission (“CPUC”) for matters which are required to be tarified.

Generally available rates, terms and conditions for services which are not described in this tariff can be found in the unfiled Service Guide available at www.surewest.com/regulatory.

The Company provides interLATA and intraLATA intrastate long distance telecommunications services between points in California. Services are available 24 hours per day, seven days a week.

The Company has been granted authority by the CPUC to provide interLATA and intraLATA service within the State of California.

Note: Acquisition of Tariff Schedule and Detariffed Service Guide

TARIFF SCHEDULES. Downloadable copies of the effective Schedules of the Company, which have been approved by the CPUC, may be obtained at no charge at www.surewest.com/regulatory, under the heading of “Effective Tariffs.”

Hard copies of effective Schedules of the Company, which have been approved by the CPUC, may be obtained at a charge by writing to the Company at the address listed on the title page of this Tariff.

DETARIFFED SERVICE GUIDES. Services formerly tarified in this schedule and now offered on a detariffed basis pursuant to CPUC Decision No. 07-09-018, are located in the SureWest Long Distance Service Guide, available at www.surewest.com/regulatory, under the heading of “Service Guides.”

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NONDOMINANT INTEREXCHANGE CARRIER

1.1 Service Area Map

The Company has been granted authority by the CPUC to provide interLATA and intraLATA telecommunications services within the State of California.

Map of California



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1. Preliminary Statement - (Cont'd)

1.2 Tariff Information and Use

1.2.1 Tariff Page Format

(A) Page Numbering

Page numbers are located in the upper right corner of each tariff page. Pages are numbered sequentially. When a new page must be added between existing pages, a decimal and number is added to the page number, to sequentially number the new page. For example a new page between existing pages 20 and 21 would be numbered 20.1. A new page added between pages 18.1 and 18.2 would be numbered 18.1.1.

(B) Page Revision Numbering

Page Revision Numbers are located in the upper right-hand corner of each tariff page. This number is the most recent page revision on file with the California Public Utilities Commission (CPUC). Due to Notice Periods, and changes in Effective Dates, the most recent page on file with the CPUC may not be in effect. Consult the Effective Date on a specific page and Check Sheets to determine if that page is in effect.

(C) Date Filed

The Date Filed in the lower right corner of each tariff page is the date that page was filed with the CPUC.

(D) Effective Date

The Effective Date in the lower right-hand corner is the date the page is scheduled to go into effect (at 12:01 a.m. on that date).

(E) Advice Letter No.

The number of the Advice Letter filing is shown in the lower left corner of each tariff page.

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1. Preliminary Statement - (Cont'd)

1.2 Tariff Information and Use - (Cont'd)

1.2.1 Tariff Page Format - (Cont'd)

(F) Decision No.

If a Decision is rendered in regard to the Advice Letter, it is shown in the lower left corner beneath the Advice Letter No.

(G) Resolution No.

If a Resolution is rendered in regard to the Advice Letter, it is shown in the lower right corner beneath the Effective Date.

1.2.2 Tariff Section Numbering

An alpha-numeric numbering plan is used to number tariff regulations and rates. Each level is subordinate to and dependent on its next higher level. An example of the numbering sequence follows:

6.
6.2
6.2.1
6.2.1(B)
6.2.1(B)(2)
6.2.1(B)(2)(a)

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1. Preliminary Statement - (Cont'd)

1.2 Tariff Information and Use - (Cont'd)

1.2.3 Tariff Revision Coding and Explanation of Symbols

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- (C) To signify changed listing, rule or condition, which may affect a rate, charge, term, or condition
- (D) To signify discontinued material, including; listing, rate, rule, or condition
- (I) To signify a rate or charge increase
- (L) To signify material relocated to another part of tariff schedules with no change in text
- (N) To signify new material including a listing, rate, charge, rule, or condition
- (P) To signify material subject to change under a pending application or advice letter
- (R) To signify a rate or charge reduction
- (T) To signify textual change that does not affect a rate, charge, term, or condition

Other marginal codes are used to direct the reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, i.e., x, y and z. These codes may appear beside the page revision number or in the right margin opposite specific text.

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1. Preliminary Statement - (Cont'd)

1.3 Abbreviations

ANI - Automatic Number Identification
CHCF - California High Cost Fund
CIC - Carrier Identification Code
IC - Interexchange Carrier
LATA - Local Access and Transport Area
MOU - Minutes of Use
MTS - Message Telecommunications Service
NPA - Numbering Plan Area
NTS - Non-Traffic Sensitive
NXX - Three Digit Central Office Code
SWC - Serving Wire Center

1.4 Application of Tariff

This tariff schedule contains matters required as tariffed, subject to the jurisdiction of the California Public Utilities Commission, which may include regulations, rates, and charges applicable to interLATA and intraLATA service by the Company within California, as shown on the map filed on Sheet 5 herein, as authorized by the CPUC.

- (A) Individual call charges will be rounded up and billed at the next full penny.
- (B) All billing is monthly. Invoices are payable upon receipt.
- (C) All billing includes complete call details.

1.5 Basic and Optional Service Choices for Intrastate End Users

The long distance service offerings contained in this tariff and in the Company's Service Guide are all optional. Customers may choose the long distance company of their choice. The Company does not offer basic access line service or functional equivalents. Each rate plan available through this Tariff, or through the Company's Service Guide, is offered independent of all other rate plans. Customers may select any of the rate plans listed without subscribing to any other SureWest TeleVideo long distance service. Long distance services can be added, changed, or canceled at anytime by calling the Company's Business Office at 916-772-7000.

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1. Preliminary Statement - (Cont'd)

1.5 Basic and Optional Service Choices for Intrastate End Users - (Cont'd)

The services are located and described in the Company's Service Guide, along with rates for Business or Residential customers.

If the customer uses the services and incurs charges, then the Taxes and Surcharges in Section 5 are mandatory. The following other charges are mandatory if incurred:

	<u>Section Number</u>
Insufficient Funds Special Handling Fee	2.2.11(G)
Federal Excise Tax	Not Tariffed
Emergency Telephone Users Surcharge (9-1-1 Tax)	Not Tariffed

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations

2.1 Definitions

Additional Period - The unit of time used for measuring and charging for time in excess of the initial period.

Authorization Code - A multi-digit code which enables customers to access the Company's network and enables the Company to identify customer's use for proper billing. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his or her account.

Authorized User - An individual, organization, or other entity which has been allowed to use the authorization code of a customer.

Bill to Third Party - A billing arrangement by which a call may be charged to an authorized station other than the station originating the call or station where the call is terminated.

Calling Card - A billing arrangement by which a call may be charged to an authorized carrier's calling card account.

Coin Sent Paid - Calls originating from a coin telephone paid for by depositing coins in the pay telephone.

Collect Call - A billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called station.

Company-Specific Holiday - Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and President's Day.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes (which begin when the called party answers, as determined by answer supervision) and ends when either party disconnects.

Customer - A firm, company, corporation, individual or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.1 Definitions - (Cont'd)

Customer Dialed Direct Station-to-Station - That service where the person originating the call dials the telephone number desired, completing the call without the assistance of an operator and the call is billed to the originating number.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company-specific holidays as defined by these rules.

Delinquent or Delinquency - An account for which payment has not been paid in full by the due date.

Detariffed Service Guide - (See Service Guide)

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time at the originating terminal on Sunday through Friday, excluding Company-specific holidays as defined by these rules.

Initial Period - The minimum unit of time for which a rate is charged for a connection between given points.

Local Access and Transport Area (LATA) - A defined geographic area within which the local telephone company may provide telephone services and/or facilities.

Message Telecommunications Services (MTS) - Long distance telecommunications service offered pursuant to this tariff.

Night/Weekends/Holidays - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday local time at the originating terminal.

Service Guide - Service Guides are documents that contain the description, prices, and other terms and conditions for services that are not contained in a Tariff, as authorized in D.07-09-018.

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2. General Regulations - (Cont'd)

2.2 Undertaking of the Company

2.2.1 Scope

The Company undertakes to provide interexchange, interLATA and intraLATA Message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.2.2 Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of message telecommunications service shall take precedence over all others.

2.2.3 Limits of Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer.
- (B) The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- (C) The Company is not liable for damages associated with service which it does not furnish.
- (D) The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.3 Limits of Liability - (Cont'd)

(D) (Cont'd)

- (2) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others or;
- (3) All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- (4) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.
- (5) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this tariff and will indemnify such customer or authorized User for any damages awarded based solely on such claims.
- (6) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control, subject to the provisions of this tariff.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.4 Temporary Suspension for Repairs

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 a) give the customers who may be affected reasonable notice as circumstances will permit, b) prosecute the work with reasonable diligence, and c) if practicable, make such suspension or interruption of service 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 conversations or customer's service.

2.2.5 Errors in Transmitting, Receiving Messages

- (A) The Company shall not be liable for errors in transmitting, receiving or delivering messages by telephone over the facilities of the Company and connecting utilities.
- (B) The Company shall not be liable for errors in translating, transmitting, receiving or delivering messages by telephone or telecommunication devices for the deaf (TDDs) over the facilities of the Company, connecting utilities or through the California Relay Service.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.6 Facilities of Other Companies

Certain services are offered by the Company subject to the availability of suitable facilities from the Local Exchange Utility. In order to provide such service(s), the Company will incur charges and/or liabilities in the Local Exchange Utility's Access Tariff. Such service(s) will not be provided if facilities cannot be obtained from Local Exchange Utility because of a condition over which a customer has control (e.g. hazardous locations, etc.) violates a regulation in the Local Exchange Utility's Access Tariff.

2.2.7 976 Service Call Blocking

SureWest TeleVideo long distance operators will not process any known intrastate interLATA operator assisted 976 calls regardless of whether or not the customer is a subscriber to the Local Exchange Company's Information Service Call Blocking service. This procedure is in compliance with the California Public Utility Commission Code 2884, 1884.5 and Assembly Bill No. 3833.

2.2.8 Establishment and Re-Establishment of Credit

The Company reserves the right to examine the credit record and check the references of all applicants and customers.

The Company may examine the credit profile/record of any applicant prior to accepting the service order or customer's deposit. These shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record demonstrates that, in the opinion of the Company, provision of service is contrary to the best interest of the Company.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.9 Deposits and Advance Payments

- (A) The Company reserves the right to require a deposit or usage prepayment equal to at least one month's usage of the customer's previous carrier and up to two (2) months of estimated usage based upon the Company's determination of the customer's credit worthiness. In the event that customer's usage of the service in any given month exceeds its deposit, the Company reserves the right to increase the amount of the deposit to equal two (2) times the customer's highest monthly usage of the service
- (B) The Company will compute simple interest on deposits at the rate of 7/12 of 1 percent per month for each full month deposits are held. In the event of cancellation, the deposit plus accumulated interest will be applied toward the customer's final bill and any remainder will be returned within thirty (30) days after the service is discontinued. All deposits will be returned to customers at the end of one (1) year if payments have been made for one (1) full year on a prompt and timely basis.

2.2.10 Notices

- (A) Notices (bill inserts, bill annotations, and/or notices) from the Company shall be in writing by one, or a combination of, bill inserts, notices printed on bills, or separate notices sent by first class mail to the customer's billing address or to such address as may be subsequently given by the customer to the Company. In each case, an electronic notice may be substituted where the subscriber has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail; and electronic notice is complete upon successful transmission.
- (B) Notices from a customer to the Company may be given verbally by the customer or any authorized agent or by written communications mailed to the Company's business office.
- (C) Bills, bill inserts, bill annotations, and/or notices shall be sent to customers pursuant to Section 2.2.10(A), listed above.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.11 Rendering and Payment of Bills - (Cont'd)

- (A) Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer. Bills shall be based on the rates in effect at the time the service was used.
- (B) Bills are due and payable upon receipt. The total invoiced amount must be paid within twenty-two (22) days of the invoice date. The Company may elect to give customers written notice that after seven (7) days from such notice, or after such longer period as the Company provides, customer's right to continued use of the service shall be suspended until all payments have been made in full and the Company shall have the right to take such steps as are necessary to terminate customer's access to the service. Customer's service may be terminated if service is not paid for by the 45th day past the billing date.
- (C) If payment is not received by the payment date, the late payment charge of 1.5% will apply to the entire unpaid balance for each month or portion thereof that an outstanding balance remains. (Exemption to the late payment charge: bills under \$20.00)
- (D) Bills may be paid by mail or in person at the business office of the Company. All charges for services are payable only in U.S. currency. Payments may be made by cash, check, credit or debit card, money order or cashiers check.
- (E) The Company is not responsible for local telephone charges incurred by the customer in gaining access to the Company's network.
- (F) A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third-party calls, and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the Company) which shall have a six-month back-billing period. In cases of toll fraud, a back billing period of three (3) years will apply.
- (G) Payments returned for insufficient funds/closed accounts will incur a \$25.00 special handling fee.

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2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.12 Disputed Bills

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within thirty (30) days of the disputed bill's billing date.

- (A) First, the customer shall notify the Company, in writing, of the precise nature and amount of billing dispute. The Company will conduct an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- (B) Second, if there is still a disagreement about the disputed amount after the investigation and reviewed by the customer and a manager of the Company, the customer may appeal to the CPUC's Consumer Affairs Branch for its investigation and decision. The toll free number at the CPUC is 1-800-649-7570.

The addresses of the C.P.U.C. are:

California Public Utilities Commission

State Building	or	State Office
505 Van Ness Avenue		107 S. Broadway
San Francisco, CA 94102		Los Angeles, CA 90012
Tel: (415) 703-1170		Tel: (213) 897-2975
TDD: (415) 703-2032		TDD: (213) 897-0426

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2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.12 Disputed Bills – (Cont'd)

- (C) To avoid disconnection of service, the customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC.
- (D) The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Company, and make an appropriate disbursement of the deposited amount.

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2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.13 Reason for Discontinuance of Service

(A) Customer Request

Customers may have service discontinued by giving notice of their desire on or before its effective date.

(B) Nonpayment of Bills

Service may be denied to the customer providing the bill has not been paid and the customer has been given due notice as described in 2.2.11. The Company will not initiate service denial on any Saturday, Sunday or legal holiday or at any time during which business offices are not open to the public.

(C) Abandonment of service.

(D) Fraudulent or unauthorized use.

(E) Violation of Company tariffs

2.2.14 Restoration of Service

If service is restricted or disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due which include charges for service and facilities during the period of suspension and which may include a service restoral fee. If the customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check.

2.2.15 Information to be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.

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2. General Regulations - (Cont'd)

2.3 Release of Information

2.3.1 Credit Information and Calling Records

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

"APPENDIX B"

Release of Credit Information and Calling Records¹

(A) DEFINITIONS

(1) Credit Information

A customer's credit information is the information contained in the customer's company 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 and pen registers are examples of call records.

Note 1: Per Decision No. 93361, this rule shall not apply in instances involving the issuance of federal subpoenas which have not, in fact, been authorized by a federal judge or magistrate.

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2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

2.3.1 Credit Information and Calling Records - (Cont'd)

(B) Release of Subscriber Credit Information and Calling Records

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

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law; or
- (2) Upon making return to a subpoena or subpoena duces tecum when, in fact, authorized by a state or federal judge to divulge the information or records.
- (3) In the case of civil or administrative subpoenas, upon notifying the customer that a subpoena has been issued and affording that customer at least ten days to move to quash the subpoena; or
- (4) Upon receiving permission of the customer to release the information. In order to protect the Customer Proprietary Network Information (CPNI) of business customers, the Company provides business customers with dedicated account representatives.

(C) Notification to the Customer

- (1) Except as provided below, the customer whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the Company by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary). Telephone notification, whether successful or not, shall be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
- (2) Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephone numbers, and provide the name of the agency making the request.

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2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

2.3.1 Credit Information and Calling Records - (Cont'd)

(D) 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 probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the Company 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 in accordance with (3) above.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

2.3.1 Credit Information and Calling Records - (Cont'd)

(E) Exception to Procedure for Release of Credit and Calling Records

The procedure set forth above does not apply where the party making the request is a collection agent working for the Company on the customer's account for SureWest TeleVideo.

(F) Retention of Records

Records of requests for credit information and calling records, other than from a company'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.

2.3.2 Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188, in Case No. 4930, requires that each telecommunications company operating under the jurisdiction of the Commission, 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 telecommunications company 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

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

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

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's 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."

2.4 Use

2.4.1 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner that would frighten, abuse, torment, or harass another.

2.4.2 Use of Service

IntraLATA or InterLATA Intrastate Message Telecommunications Service may be used to transmit communications of the customer in a manner consistent with the terms of this tariff and the policies and regulations of the California Public Utilities Commission.

2.5 Competitive Promotional Offerings

From time to time the Company may offer certain special promotions to its customers. These offerings may be limited to certain dates, times and locations. Such offerings will not be less than one day nor more than one year.

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2. General Regulations - (Cont'd)

2.6 Contracts or Agreements

Contracts or written agreements for communications service will not be required as a condition precedent to services except:

- (A) As may be required by conditions as set forth in the Company's regular Schedules and Rules approved or accepted by the Public Utilities Commission of the State of California.
- (B) In the case of "special" or "custom services" where the Company, at the request of a subscriber, furnishes service or facilities at rates or under conditions other than those filed in its currently effective tariff schedules.

Each such contract or agreement shall contain a provision indicating the understanding of the parties that: This contract or agreement shall at all times be subject to such changes or modifications as the Public Utilities Commission of the State of California may from time to time direct in the exercise of its jurisdiction.

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NONDOMINANT INTEREXCHANGE CARRIER

3. Rate Schedules *

* Previously tariffed material moved to the Company's Service Guide

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4. Promotional Offerings*



* Previously tariffed material moved to the Company's Service Guide

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5. Taxes and Surcharges

5.1 Applicable Surcharges

In addition to the charges specifically pertaining to the Company's services, certain federal, state and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the California Public Utilities Commission and set forth below:

- | | |
|---|---|
| (A) CPUC Reimbursement Fee | * |
| (B) Surcharge to Fund Universal LifeLine Telephone Service (ULTS) | * |
| (C) California Relay and Communications Devices Surcharge | * |
| (D) California High Cost Fund - A | * |
| (E) California High Cost Fund - B | * |
| (F) California Teleconnect Fund | * |
| (G) Deaf Equipment Acquisition Fund (D.E.A.F.) Surcharge to fund TDD Placement Interim Committee (TPIC) | * |

- * Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates and the CPUC Reimbursement Fee rate to all intrastate service, adjusted for those billing exemptions that apply specifically to Public Program surcharges and separately for other billing exemptions that apply specifically to the Reimbursement Fee. For the Public Program surcharges and Reimbursement Fees, please refer to the Pacific Bell Telephone Company (d.b.a. AT&T California) tariffs, Section A2, General Regulations.

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