

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: 12/6/13

Company Name: Cebridge Telecom CA, LLC d/b/a Suddenlink Communications		CPUC Utility Number U -6996-c		
Address: 520 Maryville Centre Drive, Suite 300		<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other		
City, State, ZIP:: St. Louis, MO 63141		<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)		
Filing AL #: 5 Requested Effective Date: December 6, 2013		AL Tier I <input checked="" type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/>		
	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Jane Whang	janewhang@dwt.com	415-276-6576	415-276-6599
Certif.	Jane Whang	janewhang@dwt.com	415-276-6576	No. Tariff Sheets: 77

(Name, email address & Phone and FAX numbers are Required for "Filer")
Tariff Schedules: Cal. P.U.C. No. 1-T Tariff **Keyword:** _____ **New Service** _____

(see keyword list on reverse)

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____
Subject of filing: New Service Offering (local interconnection services) and a new corporate office address
 (Service(s) included)

Authorization for filing: Decision 07-09-019 and GO 96-B
 (Resolution #, Decision #, etc.)

Affected services: _____
 (Other services affected, pending or replacement AL filings)

Rate Element(s) affected and % change: _____
 (Non-recurring and / or recurring)

☐ Customer Notice Required (if so, please attach)

Notes/Comments: _____
 (Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
 Director, Communications Division
 505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
 (see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier
 (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

- ☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ____ / ____ / ____
☐ Comm. Suspension on: ____ / ____ / ____

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

CALIFORNIA PUBLIC UTILITIES COMMISSION

KEYWORD LIST FOR TELECOMMUNICATIONS UTILITY ADVICE LETTER FILINGS

(Revised June 30, 2008)

<u>Keywords:</u>	<u>Description:</u>
Service Changes	Any <i>permanent</i> change(s) to <u>currently tariffed</u> rates, charges, and/or terms and/or conditions of service
Special / Provisional Offerings	Any <i>non-permanent</i> change(s) to <u>currently tariffed</u> rates, charges, and/or terms and/or conditions of service (i.e. promotions and grandfather requests, etc.)
Decision / Resolution Compliance	Any filing made in compliance with a Commission order (<i>indicate order number(s)</i>)
Contracts	Any contract or agreement <i>other than</i> a negotiated interconnection agreement; please indicate type (government or other), date executed, and total revenue (\$)
Interconnection Agreement	Any negotiated interconnection agreement per Section 252 of the Telecommunications Act
New Service	Any new tariffed service offering
GRC	Any General Rate Case filing
Carrier Information Changes	Name, DBA, contact information, mergers, transfers of control, and other licensing actions <i>not requiring</i> a formal application
California High Cost Fund-A (CHCF-A)	Any CHCF-A program filing requiring Commission action by Resolution
California High Cost Fund-B (CHCF-B)	Any CHCF-B program filing (including Carrier of Last Resort certification) requiring Commission action by Resolution
California Teleconnect Fund (CTF)	Any CTF program filing requiring Commission action by Resolution
Universal Lifeline Telephone Service (ULTS)	Any ULTS program filing requiring Commission action by Resolution
Deaf and Disabled Telephone Program (DDTP)	Any DDTP program filing requiring Commission action by Resolution
Eligible Telecommunications Carrier (ETC)	Filings made to be designated as an ETC, to continue ETC designation, or to have ETC designation rescinded.
URF Carrier detariff filing	Tier 2 filing requesting to detariff pursuant to D.07-09-018, or file notice of new detariffed offers.

December 6, 2013

Proposal and Advice Letter (“PAL”) Coordinator
Communications Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: Cebridge Telecom CA, LLC d/b/a Suddenlink Communications (U-6996-C) Tier 1
Advice Letter No. 5

Dear PAL Coordinator:

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications (U-6996-C) (“Cebridge Telecom CA”) hereby submits this Tier 1 Advice Letter No. 5 with revisions to its Schedule Cal. P.U.C. No. 1-T tariff. The revisions reflect a new corporate office address and a new service offering (local interconnection services). Cebridge Telecom CA files this tariff as Tier 1, pursuant to Decision 07-09-019, Appendix A, Rules 7.1(1) and 7.1(7), and General Order (“GO”) 96-B Telecommunications Industry Rules.

Pursuant to GO 96-B Telecommunications Industry Rule 8.3, Cebridge Telecom CA attests that its new service offering will:

- (1) comply with all applicable provisions of the Public Utilities Code, including without limitation Sections 2891 to 2894.10, and with the applicable consumer protection rules adopted by the Commission;
- (2) not result in a degradation in quality of other service provided by the Utility submitting the advice letter; and
- (3) not be activated for a particular customer unless affirmatively requested by the customer.

Notice

In accordance with GO 96-B and the Commission’s Telecommunications Industry Rules, a copy of this Advice Letter is being sent electronically to the parties shown on the attached list.

No customers presently receive this service. Accordingly no customer notice is required.

Pursuant to Pub. Util. Code Section 491, notice to the public is hereby also given by filing and keeping this Advice Letter open for public inspection at Cebridge Telecom CA's corporate office, at 520 Maryville Centre Drive, Suite 300, St. Louis, MO 63141

Effective Date

This filing is being made as a Tier 1 advice letter in compliance with General Order 96-B and D.07-09-019, Appendix A, the Telecommunications Industry Rules for General Order 96-B. Under General Order 96-B's Telecommunications Industry Rule 7.1, Tier 1 advice letters are deemed effective on the date of filing, pending disposition. Accordingly, Cebridge Telecom CA respectfully requests that the Schedule Cal. P.U.C. No. 1-T tariff be effective December 6, 2013.

Protests

Anyone may object to this advice letter, which was filed on December 6, 2013, by sending a written protest to:

Director, Communications Division
California Public Utilities Commission
505 Van Ness Ave., 3rd Floor
San Francisco, CA 94102-3298
Email: TD_PAL@cpuc.ca.gov

The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Director of Communications Division, the protestant must send a copy of the protest by electronic mail and facsimile to:

KC Halm
Jennifer Frewer
Jane Whang
Davis Wright Tremaine LLP
505 Montgomery St., Suite 800
San Francisco, CA 94111
Telephone: (415) 276-6500
Facsimile: (415) 276-6599
Email: KChalm@dw.com
Email: jenniferfrewer@dwt.com
Email: janewhang@dwt.com
Counsel to Cebridge Telecom CA, LLC

To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

Conclusion

For the foregoing reasons, Cebridge Telecom CA respectfully submits these revisions to its Schedule Cal. P.U.C. No. 1-T tariff. If you have any questions regarding this Advice Letter, please contact the undersigned at 415-276-6576, janewhang@dwt.com.

Sincerely,

Cebridge Telecom CA, LLC d/b/a
Suddenlink Communications

By: _____/s/_____
Jane Whang
Counsel to Cebridge Telecom CA, LLC
d/b/a Suddenlink Communications

cc: Geraldine Carlin, Communications Division
Joe Como, Acting Director of Division of Ratepayer Advocates
Brigadier General (CA) Jack Hagan, Director of Safety and Enforcement Division
Communications Advice Letter Service List

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications (U-6996-C) Advice Letter 5

Communications Advice Letter Service Lists (December 6, 2013)

Changes in rates, terms and conditions of service, or initiation of new service

First Name	Last Name	Email Address	Company	UNumber	Date Submitted
Ross	Johnson	att-regulatory-ca@att.com	AT&T California	1001	2/24/2012
Hope	Christman	hope.christman@verizon.com	Verizon California Inc.	1002	2/27/2012
Steve	Fetzer	sfetzer@4cct.com	CCT Telecomm		3/1/2012
Sherri	Flatt	regulatoryaffairs@sagetelecom.net	Sage Telecom, Inc.	U-6585-C	3/1/2012
John	Gutierrez	John_Gutierrez@cable.comcast.com	Comcast Phone of California, LLC	U-5698-C	3/1/2012
Kelly	Pool	kpool@4cct.com	CCT	5607	3/1/2012
Judith	Riley	jriley@telecompliance.net	Telecom Professionals, Inc.		3/2/2012
Andrew	Rasura	arasura@tcstcom.com	Blue Casa Telephone	U-7222-C	3/2/2012
PHILIP	JOSEPHSON	PJOSEPHSON@STERLINGBUSINESSLAW.COM	TNCI		3/5/2012
KAREN	MCBEE	TRUCKEE25@AOL.COM	PPG COMMUNICATIONS		3/6/2012
Marg	Tobias	info@tobiaslo.com			3/12/2012
Michelle	Salisbury	michelle.salisbury@crowncastle.com	CA - CLEC LLC & NewPath Networks, LLC	6936 & 6928	3/13/2012
Yvonne	Wooster	ysmythe@caltel.com	Calaveras Telephone	U-1004-C	3/16/2012
Joe	Richardson	joe@speedypin.com	SpeedyPin, LLC	7191	3/22/2012
Floyd	Jasinski	f.jasinski@surewest.com	SureWest	2334, 3964, 4931	3/26/2012
Alik	Lee	ayo@cpuc.ca.gov			3/26/2012
Diana	Aguirre	daguirre@telscape.net	Telscape Communications, Inc.		3/27/2012
Karen	Ritter	CAservicelist@tmnc.com			4/2/2012
Mike	Hall	mwhall2@verizon.net	Crimson California Pipeline		4/12/2012
Laurie	Brown	laurie.brown@kernrivergas.com	Kern River Gas Transmission Company	N/A	4/19/2012
davina	hunter	davinahunter29@gmail.com			4/23/2012
Winafred	Brantl	wbrantl@kelleydrye.com	Kelley Drye & Warren LLP		4/24/2012
Katherine	Hoagland	katherine.hoagland@paetec.com			4/25/2012
Tom	Williams	Tom@economytelephone.com	Economy Telephone, Inc	5291	5/3/2012
Terri	Ellison	terri.ellison@sce.com	Edison Carrier Solutions		5/3/2012
Terri	Ellison	terri.ellison@sce.com	Edison Carrier Solutions		5/15/2012
Jim	DeLoss	jim.deloss@consolidated.com	Consolidated Communications	1015	5/29/2012

Araseli	Garcia	araselig@lacuracao.com	CuraTel LLC	U-6610-C	5/30/2012
Enrique	Gallardo	enriqueg@greenlining.org	The Greenlining Institute		6/6/2012
Suzanne	Toller	suzannetoller@dwt.com	Davus Wright Tremaine		6/12/2012
Judy	Pau	dwtcpucdockets@dwt.com	Davus Wright Tremaine		6/12/2012
Dean	LaChapelle	deanvic@yahoo.com	Point To Point Inc	6066	6/12/2012
Jane	Whang	janewhang@dwt.com	Davis Wright Tremaine		6/13/2012
Melissa	Slawson	melissaslawson@dwt.com	Davis Wright Tremaine		6/13/2012
Sarah	DeYoung	deyoung@caltel.org	CALTEL		6/22/2012
Charlie	Born	Charlie.Born@ftr.com	Frontier Communications	1024	6/26/2012
William	Prentice	william.c.prentice@gmail.com			7/1/2012
Angela	Janssen	ajanssen@telecomcounsel.com			7/3/2012
Michael	Mulkey	mike.mulkey@ringcentral.com			7/6/2012
Risa	Hernandez	rhh@cpuc.ca.gov	CPUC		7/6/2012
Niki	Bawa	nb2@cpuc.ca.gov	CPUC		7/23/2012
Maira	Castillon	mairac@datavo.com	Pacific Centrex Services Inc.	3662	7/25/2012
Jim	Hill	jhill@telepacific.com	TelePacific Communications		7/31/2012
Mary Jo	Nobriga	nobriga@telepacific.com	TelePacific Communications		7/31/2012
Mike	Kramek	mkramek@edisonmission.com			8/15/2012
Nancy	Lubamersky	nlubamersky@telepacific.com	TelePacific Communications		9/13/2012
Jennifer	Brunner	jlb@brunnerlaw.com	Brunner Quinn		9/17/2012
Steven	Fenker	steve@tsihomphone.com	Nexus Communications	U-4387-C	9/17/2012
Steven	Fenker	steve@tsihomphone.com	Nexus Communications	U-4387-C	9/17/2012
Niki	Bawa	nb2@cpuc.ca.gov			10/17/2012
Lyndall	Nipps	lyndall.nipps@twtelecom.com	tw telecom of california lp	U-5358-C	10/18/2012
Tony	Rafati	trafati@semprautilities.com			10/29/2012
sarah	friedman	sarah.friedman@sierraclub.org	Sierra Club		10/29/2012
Christine	Mailloux	cmailloux@turn.org	The Utility Reform Network		10/30/2012
John	Clark	jclark@goodinmacbride.com			11/14/2012
John	Clark	jclark@goodinmacbride.com			11/14/2012
John	Clark	jclark@goodinmacbride.com			11/14/2012
Stefanie	Edwards	sedwards@bluecasa.com	Blue Casa Telephone		12/3/2012
Christine	Mailloux	cmailloux@turn.org	TURN		12/6/2012
Sandy	Kivowitz	sandpipers@outlook.com			1/25/2013

Wallach	Wallach	gwallach@kleinlawpllc.com	Klein Law Group		2/21/2013
Bill	Peters	bill.peters@argusmedia.com	Argus Media	N/A	2/26/2013
Andrew	Perez	andrew.perez@verizon.com	Verizon California Inc.		2/28/2013
Michael	Heyenga	cwa9509@gmail.com			2/28/2013
Kim	Isaacs	kdisaacs@integratelecom.com	Integra		3/27/2013
Kristie	Ince	kristie.ince@twtelecom.com	tw telecom of californa lp	U-5358-C	3/27/2013
Kristopher	Twomey	kris@lokt.net			5/23/2013
Elizebeth	Hansen	eh2726@att.com	AT&T	1001	5/29/2013
Peter	McElligott	pmcelligott@wiltshiregrannis.com	Citrix Communications LLC	U-7241-C	6/11/2013
Joshua	Falter	jfalter@telogical.com			6/20/2013
Heather	Kirby	hkirby@telecomcounsel.com	Lance J.M. Steinhart, P.C.		6/24/2013
William	Yeager	william.yeager@stellarenergy.com	Stellar Energy GP, Inc.		8/5/2013
Paula	Schneider	paula@crockerlawfirm.com	Crocker & Crocker		8/9/2013
Scott	Kellogg	scottekellogg@me.com	Kellogg Law Group, LLC		8/12/2013
Michel	Nelson	mnelson@o1.com	O1 Communications, Inc.	U-6065	8/20/2013
N.A.	Tannenbaum	cpuclists@gmail.com			9/8/2013
mary	joshi	mary.k.joshi@sprint.com	Sprint		9/17/2013
Traci	Galbreath	tgalbreath@wiltshiregrannis.com			10/16/2013
Greg	Diamond	Greg.Diamond@twtelecom.com	tw telecom	U-5358-C	10/22/2013
Angel	Barragan	Angel@FirelineBroadband.com			11/21/2013
Anthony	Sanabria	anthony_sanabria@kindermorgan.com	Kinder Morgan, Inc.		11/27/2013
Mark	McDonald	markm@siteserver.com	Siteserver, Inc.		12/2/2013

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications
520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

Schedule Cal. P.U.C. No. 1-T
Original Cal. P.U.C. Title Sheet

Competitive Local Carrier

Tariff Schedule Applicable to
LOCAL EXCHANGE SERVICES
of
Cebridge Telecom CA, LLC (U -6996-C)
d/b/a/ Suddenlink Communications

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s)

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

Competitive Local Carrier

APPLICABILITY



This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing intrastate communications services by the Company within the State of California.

This tariff applies only for the use of the Company's services for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business office located at:

520 Maryville Centre Drive, Suite 300

St. Louis, Missouri 63141

This tariff is also available for public inspection at the California Public Utilities Commission.

T

Competitive Local Carrier

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a Customer's bill.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify a new material including listing, rate, rule or condition.
- (R) To signify a change resulting in a reduction to a Customer's bill.
- (T) To signify a change in text but no change to rate, rule or condition.

Competitive Local Carrier

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Competitive Local Carrier

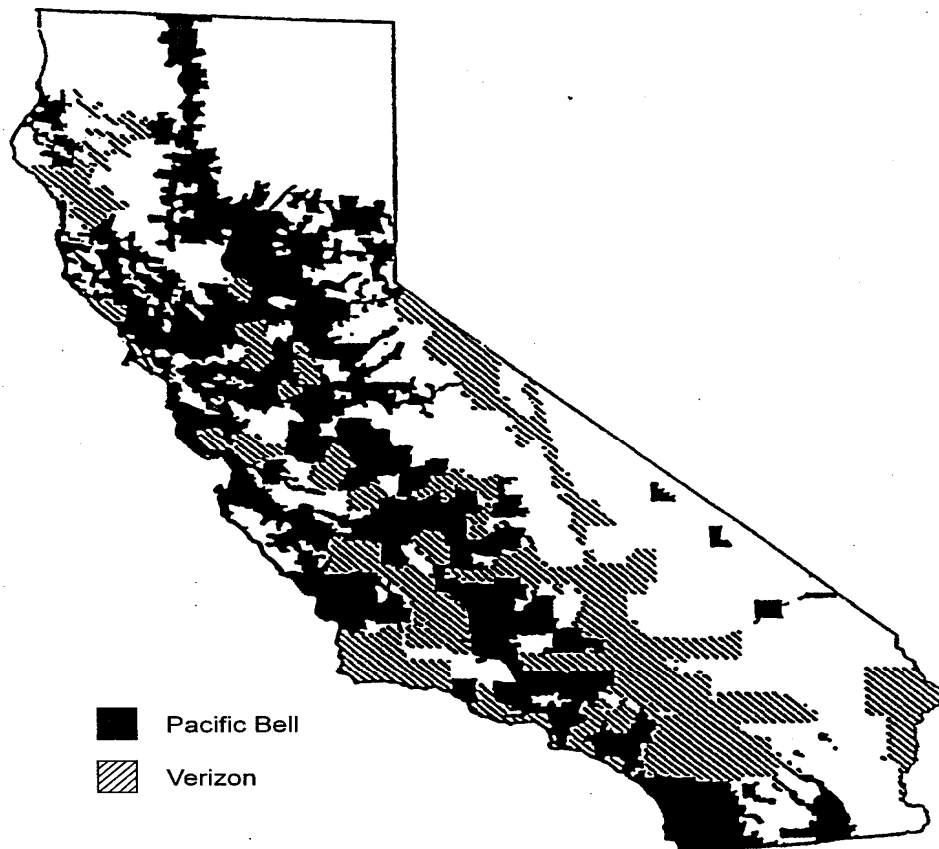
SECTION 1 - PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating and applicable to Cebridge Telecom CA, LLC (“Cebridge” or “Company”). The Company has been authorized by the California Public Utilities Commission (“CPUC”) to provide competitive local exchange services, intraLATA and interLATA access services and interexchange services. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

Competitive Local Carrier

SERVICE AREA MAP

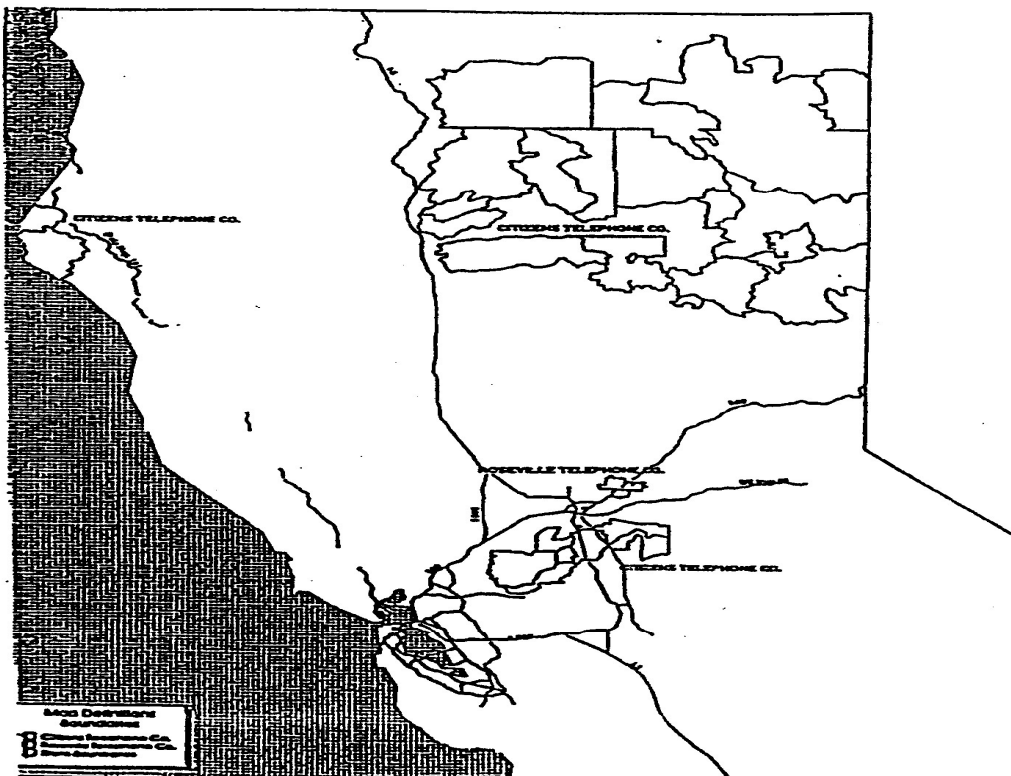
The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined services areas of Pacific Bell and Verizon California. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by Pacific Bell and Verizon California. The Company has also been authorized by the CPUC to provide intraLATA and interLATA access service and interexchange service throughout the State of California.



Competitive Local Carrier

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined services areas of Citizens Telephone Company and Roseville Telephone Company. 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 Citizens Telephone Company and Roseville Telephone Company. The Company has also been authorized by the CPUC to provide intraLATA and interLATA access service and interexchange service throughout the State of California.



Competitive Local Carrier

SECTION 2 - RULES

Rule 1 - Definitions

Advance Payment: Part or all of a payment required before the start of service.

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Authorized User: A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Building: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Central Office: An operating office of the Company where connections are made between telephone exchange lines.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Commission or California Public Utilities Commission: The California Public Utilities Commission (CPUC).

Communications Services: The Company's local exchange switched telephone services.

Communications Systems: Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service

Company: Cebridge Telecom CA, LLC, the issuer of this Tariff, located at: 520 Maryville Centre Drive, Suite 300, St. Louis, MO 63141.

T

Competitive Local Carrier

CLC: Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

Credit Card: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

Customer: The person, firm, corporation, or other entity that orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Date of Presentation: The postmark date on the billing envelope.

Day: Time period from 8:01 a.m. to 5:00 p.m.

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Error: A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

Evening: Time period from 5:01 p.m. to 11:00 p.m.

Exchange: A geographic area smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Competitive Local Carrier

Exchange Service: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Hospital: An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

Interexchange Carrier (IC): Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Interface: That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interruption: The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.

Link: The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Local Call: A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1. Verizon California Inc.'s local calling area/zone descriptions can be found in CAL. P.U.C. No. A28, Section III-B.

Competitive Local Carrier

Local Service: Telephone exchange service within a local calling area.

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Night: Time period from 11:01 p.m. to 8:00 a.m.

Nonpublished Service: Service in which the Customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Public Safety Agency: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the customer as Universal Emergency Telephone Number Service.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

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

Same Premises: All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Competitive Local Carrier

Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Station: Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension: Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Telephone Call: A voice connection between two or more telephone stations through the public switched exchange system.

Termination Of Service: Discontinuance of both incoming and outgoing service.

Toll Call: Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two-way: A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

Universal Emergency Telephone Number ("911") Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

User or End-User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Weekend: Time Period from 12:01 Saturday morning to 11:59 Sunday night and the following holidays: New Years Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas day.

Competitive Local Carrier

Rule 2 – Description of Service

The Company undertakes to furnish business communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for local and long distance calling to Customers pursuant to the terms of this tariff. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers.

Although the Company intends to provide residential service in the future it does not have immediate plan to do so at this time. As those plans develop and are formalized the Company will provide any required notice to the Commission and its end users.

Competitive Local Carrier

Rule 3 – Application for Service

Application Process

During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.

A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.

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

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Competitive Local Carrier

Rule 3 (continued)

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (a) 20% of the balance of the total billing payable during the life of the term, or
- (b) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

Initiation of Service

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications

520 Maryville Centre Drive, Suite 300
St. Louis, MO 63141

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Rule 4 – Contracts or Agreements

Contracts will be used for Individual Case Basis ("ICB") service offerings, special promotions, or special assembly. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB arrangements and special promotions will be filed in accordance with CPUC rules.

Competitive Local Carrier

Rule 5 – Advance Payments and Deposits

Advance Payments

At the time an application for service is made, an applicant will not require advance payments for service charges and/or the service connection and/or equipment charges.

Deposits

Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post 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 a Customer's credit history at any time to determine if a deposit is required. In the event the customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from customers to ensure payment of bills.

Nondiscrimination: Deposits will not be required by the Company 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.

Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. 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 customer has received a minimum of two notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

Competitive Local Carrier

Rule 5 (continued)

Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. 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.

Deposits shall not be required if the applicant:

Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.

A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.

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

Competitive Local Carrier

Rule 6 – Notices

Notices provided to the Customer by the Company shall be as follows:

(A) Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer which is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

- (1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

- (2) Notice by Company

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for Company.

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.

Competitive Local Carrier

Rule 6 (continued)

3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initial a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

Competitive Local Carrier

Rule 7 – Rendering and Payment of Bills

- (a) Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- (b) The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- (c) Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- (d) The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

Competitive Local Carrier

Rule 8 – Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1.877.486.9377. Customer service representatives are available from 8:30 AM to 5:59 PM Pacific Time. Messages may be left for Customer Services from 6:00 PM to 8:29 AM Pacific Time, which may be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

In the case of a dispute between a 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:

- (a) The Customer may make a request, and the Company will perform an in-depth review of the disputed amount. The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the CLC has notified the customer by written notice of such delinquency and impending termination.
- (b) Second, if there is still disagreement over the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the CPUC's Consumer Affairs Branch ("CAB") for its investigation and decision.

The address and telephone numbers of the CAB are:

Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, California 94102
(800) 649-7570 (toll free)
(415) 703-1170
(415) 703-2032 (TDD)

- (c) To avoid disconnection of service, the subscriber 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 within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will

Competitive Local Carrier

Rule 8 (continued)

be disconnected. The Company may not disconnect the Customer's service for non-payment as long as the Customer complies with the above provisions in (a)-(c).

- (d) The CAB will review the claim of the disputed amount. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and make disbursement of the disputed amount.
- (e) After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with the CAB, such amount becomes due 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 Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

Competitive Local Carrier

Rule 9 – Cancellation of Service by Company

(a) The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the Court; or
2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
3. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service; or.
4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
5. For unlawful use of the service or use of the service for unlawful purposes; or
6. Failure to post a required deposit or guarantee; or
7. Any violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of the Company's services.

(b) The Company will provide the following notice of disconnection:

1. Written notice sufficient for the subscriber to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service. The notice shall contain the time or date by which payment, or arrangement for payment, must be made to avoid termination, a toll-free telephone number to reach a carrier service representative who can provide subscriber assistance and the telephone number of the Consumer Affairs Branch.

Competitive Local Carrier

Rule 9 (continued)

2. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 3. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
- (c) Basic Service will not be disconnected for non-payment of anything other than residential and single line business, Flat Rate and/or Measured Rate Service as defined in D. 96-10-066, Appendix B, page 5.
- (d) Restoration of service. The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.
- (e) For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the customer.
- (f) CPUC's Decision No. 91188 in Case No. 4930 requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the utility's 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*

Competitive Local Carrier

Rule 9 (continued)

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 of 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 subscriber, the utility shall promptly restore such service.*
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 subscriber 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*

Competitive Local Carrier

Rule 9 (continued)

of this rule together with a statement that the applicant or subscriber 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 subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility 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 subscriber. 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.*
8. *The term "person," as used herein, includes a subscriber 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 on our customers, the address of the Commission's offices is as follows:

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Competitive Local Carrier

Rule 10 – Cancellation of Service by Customer

Termination of Service by Customer

A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.

If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are ten (10) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.

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 Customer.

Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

Competitive Local Carrier

Rule 11 – Special Information Required on Forms

A. Customer Bills

The Company shall 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 Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

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

“This bill is now due and payable, it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you question this bill, please request an explanation from Cebridge.”

“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 Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made ‘under protest’ to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of 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.”

Competitive Local Carrier

Rule 11 (continued)

B. Deposit Receipts

Each deposit receipt shall contain the following provision:

“This deposit, less the amount of any unpaid bills for service furnished by Cebridge, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 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.”

Competitive Local Carrier

Rule 12 – Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, billing name, and location of current and previous service. Credit cannot be denied for failure to provide a social security number.
- B. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications

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Rule 13 – Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

Competitive Local Carrier

Rule 14 – Change of Service Provider

A. Solicitation of customer authorization for service termination and transfer.

Solicitations by CLCs or their agents of customer 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. Solicitations by CLCs or their agents must conform with California Public Utilities Code Section 2889.5. All solicitations sent by CLCs or their agents to customers 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 ("Slamming")

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

Competitive Local Carrier

Rule 15 – Privacy

Company is restricted from releasing nonpublic Customer information in accordance with Public Utilities Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Company shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

As indicated in 47 U.S.C. § 222, the Company has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunications carriers reselling telecommunications services provided by a telecommunications carrier. CPNI information includes "information that relates to quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier." It does not include: (1) aggregate customer data (from which individual customer identities have been removed); subscriber list information (any information identifying subscriber names, address, telephone numbers (or combination thereof) which is to be published for directory listings).

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Rule 16 – Blocking Access to 900 and 976 Information Services

At the request of a customer, Company shall block that customer's access to 900 and 976 pay-per call telephone information services. Company shall inform their customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although Company may impose a charge if the customer asks for deactivation of blocking.

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Rule 17 – Information to Be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection at in the Company's business offices during regular business hours. Copies of the Company's tariff schedules and advice letters are available at nominal cost to recover photocopying, postage, and/or transmission expenses.

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Rule 18 – Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance. Company concurs with Pacific or Verizon's Limitation of Liability tariffs regarding credit for service interruptions.

Competitive Local Carrier

Rule 19 – Use of Service

Service may not be used for any unlawful purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Competitive Local Carrier

Rule 20 – Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

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

Title to all facilities provided by Company under these regulations remains in Company's name.

Competitive Local Carrier

Rule 21 – Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with Company's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

Competitive Local Carrier

Rule 22 – Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event of an error or omission 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. The non prevailing party may be liable for reasonable court costs and attorney fees as determined by the CPUC or by the court.
- C. 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, or by another carrier through the Company, 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 rata charges to the Customer for the periods 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 of 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 exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. Prior to initiation of Directory Services, the Company shall revise this tariff according to the CPUC's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.
- E. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

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
- F. Loss Arising From Non-Delivery of Written Messages

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

Competitive Local Carrier

Rule 23 – Measurement of Service

Calculation of Distance

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

- (a) Step 1: Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- (b) Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- (c) Step 3: Square the differences obtained in Step 2.
- (d) Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- (e) Step 5: Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- (f) Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call. Formula:

$$\sqrt{\frac{!v_1-v_2!^2+!h_1-h_2!^2}{10}}$$

Competitive Local Carrier

Rule 24 – Responsibilities of the Customer

- (a) The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originating from the Customer's telephone lines.
- (b) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- (c) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

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Rule 25 – Demarcation Points

Cebridge will follow Pacific Bell's tariff addressing demarcation points.

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Rule 26 – Nonpublished Service; Release Information

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, 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. However, the Company does not intend to offer Directory Services at this time. Prior to initiating Directory Services, the Company will include Appendix “A” of Decision Nos. 92860 and 93361, Case No. 10206 herein.

Competitive Local Carrier

Rule 27 – Individual Case Basis (ICB)

(a) Individual Case Basis

The Company, in its sole discretion, may develop case-by-case arrangements in response to market needs or a Customer's or prospective Customer bona fide request to develop a bid for a service offered under this tariff, or in combination with services not offered under this tariff.

Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-A.

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Competitive Local Carrier

Rule 28 – Directories

The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

Competitive Local Carrier

Rule 29 – Refusal and Disconnection of Service

A. Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

B. Service may be refused or disconnected by written notice for any of the following reasons:

1. Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney fees as determined by the California Public Utilities Commission or by the Court.
2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.
3. Failure to post a required deposit or guarantee.
4. For unlawful use of the service or use of the service for unlawful purposes.
5. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service.
6. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.
7. If the Company provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

C. However, the Company may refuse or disconnect service without prior notice if it is based on an occurrence, which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time, the Company shall mail a notice of suspension to the Customer's billing address.

D. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or refuse service without incurring any liability.

E. The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

Competitive Local Carrier

Rule 30 – Access to 911

A. The Company does not provide dial tone service. To the extent the Company provides dial tone in the future to customers using facilities owned or leased by the company, the Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.

C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

Competitive Local Carrier

Rule 30 (continued)

E. Liability for Use of 911

1. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Competitive Local Carrier

Rule 31 – Caller ID

A. Caller Identification Blocking-Per Call

This enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

B. Caller Identification Blocking-Per Line

This provides a permanent indicator on a customer's line. Once block is established on the customer's line, the private status can be deactivated by the customer by dialing a code, *82 or 1182 on rotary phones, before each call, to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. New customers to the Caller ID serving area will be provided the same option. A customer requesting additional changes to their per line blocking, after initial set-up, will pay a nonrecurring charge for modifying their per line blocking option.

Per line blocking will be provided free to law enforcement and domestic violence agencies at any time.

Competitive Local Carrier

Rule 32 - Surcharges and Taxes

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company. Applicant will concur with Resolution T-16901.

Surcharge To Fund CPUC Reimbursement Fee

Applicability: This surcharge is for the purpose of funding the CPUC and applies to the aggregate amount of intrastate customer billings.

Rates: A surcharge of 0.11 percent will be applied to all intrastate customer billings as they appear on the customer's bill. The surcharge will be applied to the customer's bill for intrastate services that appear on that particular bill.

Surcharge To Fund California Relay Service And Communications Device Fund

Applicability: This surcharge is for the purpose of funding the California Relay Service and Communications Device Fund and applies to aggregate intrastate customer billings.

Rates: A surcharge of 0.27 percent will be applied to all intrastate customer billings.

Surcharge To Fund Universal Lifeline Telephone Service

Applicability: This surcharge is for the purpose of funding the Universal Lifeline Telephone Service (ULTS) and applies to all intrastate customer billings.

Rates: A surcharge of 1.29 percent will be applied to all intrastate customer billings as they appear on the customer's bill.

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Rule 32 (continued)

California High Cost Fund

Applicability: This surcharge is for the purpose of funding Universal Support to the high cost area of California and applies to all customer billings.

Rates

California High Cost Fund - A (CHCF-A)

A surcharge of 0.21 percent will be applied to all intrastate billings as they appear on the customer's bill.

California High Cost Fund - B (CHCF-B)

A surcharge of 2.0 percent will be applied to all intrastate customer billings as they appear on the customer's bill.

Surcharge To Fund California Teleconnect Fund Discounts

This surcharge provides the funding for the discounted advanced services provided to qualified schools, libraries, hospitals, health clinics, and community based organizations. A surcharge of 0.13 percent will be applied to all end users of intrastate telecommunications services.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

Competitive Local Carrier

Rule 33 - Universal Telephone Service Regulations

Eligibility

The following criteria for eligibility apply to Universal Lifeline Telephone Service (ULTS):

The residence premises at which the service is requested is the applicant's principal place of residence.

The residence premises household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residential premises occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of ULTS.

There is only one exchange access line serving the residence premises.

For the fiscal year for which the service is provided, based on current income, the applicant's total household income does not exceed the following:

HOUSEHOLD SIZE	INCOME LIMITATION
1,2	\$21,300
3	25,100
4	30,200
Each Additional Member	5,100

The income used to determine whether a household with a self-employed person is eligible to participate in the ULTS program shall include the net business income shown on IRS Form 1040, Schedule C, Line 29. If a net loss is shown on Line 29, then Line 29 shall not be included as part of the income used to determine whether a household with a self-employed person is eligible to participate in the ULTS program.

39.1.1 Liquid assets shall not be used as a criterion to screen applicants for the ULTS program.

Competitive Local Carrier

Rule 33 (continued)

Household income used to determine eligibility shall not include (i) borrowed monies, or (ii) monies transferred from one checking, savings, or similar account to another account.

Household income used to determine eligibility shall include income derived from such assets, such as interest and dividend, and income derived from the gain from their sale.

No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.

The applicant's total household income is subject to verification by the CPUC.

Certification

The applicant will self-certify eligibility for ULTS. Re-certification is required annually or at any time the qualifying criteria for recipients change.

The Company shall obtain from each applicant seeking to enroll in the ULTS program a signed statement indicating that (i) the Company may verify the customer's eligibility to participate in the ULTS program, and (ii) if the verification establishes that the customer is ineligible to participate in the ULTS program, the customer shall be removed from the program and may be billed for previous discounts which the customer should not have received.

New applicants for telephone service ordering ULTS are required to return a signed self-certified form to the Company within 45 days or service will be changed to the regular tariffed rate. The full rate (excluding usage) will be retroactive to the date the ULTS rate commenced. Also, if service and labor charges were billed at the discounted ULTS rate, the amount of the discount will be back billed. The regular change of service charge will also be applicable. Applicants who do not return a signed self-certification form to the Company within 45 days will be subject to normal deposit requirements.

The Company will mail re-certification forms annually to each recipient of ULTS. The Company shall obtain from each customer seeking to remain in the ULTS program a signed statement acknowledging that (i) the Company may verify the customer's eligibility to participate, and (ii) if the verification establishes that the customer is ineligible to participate in the program, the customer will be removed from the program and may be billed for previous discounts which the customer should not have received. If the certificate is not received by the Company within 60 days, the Company will assume that the customer is no longer eligible.

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Rule 33 (continued)

Additional Service and Equipment

Additional service and equipment are not included in the ULTS rate, but will be provided to ULTS customers at applicable tariffed rates.

Deposits

Establishment of Credit - ULTS Residence Applicants

A deposit or other form of security will not be required unless the ULTS applicant has an unpaid final residence bill over 45 days old. When the Company requires a deposit, the deposit amount will be determined as described in 2.1.7.

Reestablishment of Credit - ULTS Residence Applicants

A customer whose service has been discontinued for nonpayment of bills will be required to:

Pay any unpaid balance due to the Company for the premises at which service is to be restored,

Pay a restoration charge, and

Reestablish credit by making a deposit before service is restored.

An applicant who previously has been a customer of the Company and during the last twelve months of that prior service, has had service temporarily or permanently discontinued for nonpayment of bills, will be required to pay any unpaid balance due the Company and to reestablish credit by making a deposit.

Unless otherwise stated, all rule provisions of this section shall apply to ULTS.

Regulations not found in this section are as set forth in other sections of this Tariff.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

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Rule 33 (continued)

Customers qualifying for ULTS will be entitled to one installation every 12 months of a primary access line as shown in rates and charges. No carry-over credit will be given for years in which no installation at reduced rates is made.

Existing non-ULTS customers qualifying for ULTS will be charged the ULTS change of service charge for change in class, type or grade of service, if applicable.

Eligible ULTS customers requesting a change of service will be charged the ULTS service charge.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

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Rule 34 - Discounted Services To Qualifying Entities

Decision 96-10-066 authorizes discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations.

Schools and Libraries Qualifying schools and libraries shall be entitled to a 50% discount off tariffed rates for the following services: Measured business service, Switched 56, Integrated Services Digital Network (ISDN) service, T-1 service, and DS-3, or their functional equivalents. Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 Million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under

Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries.

Hospitals and Health Clinics Municipal and county government owned and operated hospitals and health clinics qualify for a 20% discount off tariffed rates for the following services: Switched 56, ISDN, T-1 and DS-3 services, or their functional equivalents.

Community Based Organizations (CBOs) Qualifying CBOs shall be entitled to a 25% discount off tariffed rates for the following services: Switched 56, ISDN, and T-1 service, or their functional equivalents. Only tax exempt organizations offering health care, job training, job placement, or educational instruction, shall qualify for the discounted rates for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501(c)(3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application.

The discounted rates available under this Rule may not be resold to, or shared with, any other non-qualifying entity or person.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

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SECTION 3 - SPECIAL PROMOTIONS

3.1 Promotional Offerings – General

Reserved for future use.

Advice Letter No. 5

Decision No.

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Effective:
Resolution No.

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications

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SECTION 4 - INDIVIDUAL CASE BASIS ARRANGEMENTS

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

Competitive Local Carrier

SECTION 5 LOCAL INTERCONNECTION SERVICE

5.1 LOCAL INTERCONNECTION SERVICE

5.1.1 GENERAL

- A. Subject to the terms set forth in Section 7.1.4, following, this Tariff provides an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section are in addition to the terms and conditions found in the General Regulations section of this Tariff.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.2 DEFINITIONS

- A. For purposes of this section 7, “Company” means an affiliate of Suddenlink Communications that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. “Customer” means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. “Subscriber” means the interconnected VoIP end-user customer of the Customer.

5.1.3 DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer’s facilities and the public switched telephone network, and related services described herein. In order to make use of the Company’s LIS, the Customer’s facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company’s media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex (“TDM”) protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.3 DESCRIPTION OF SERVICE

- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

5.1.4 USE OF SERVICE

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 7.1.8 and 7.1.9 of this Tariff.
1. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.4. USE OF SERVICE (CONT'D)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.4. USE OF SERVICE (CONT'D)

- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 7.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

5.1.5 TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause.

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause (Cont'd)

7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

5.1.6 SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.7 LOCAL NUMBER PORTABILITY

- A. Porting In. When the Customer obtains Subscriber requests to port a telephone number from a third party telecommunications provider so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number, the Customer may request that the telephone number be ported to the Company. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of “number portability” contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber (“Port-Out”). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company’s standard operating procedures.

5.1.8 EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber’s address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.8. EMERGENCY 911 SERVICE (CONT'D)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.8. EMERGENCY 911 SERVICE (CONT'D)

- F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

5.1.9 LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 7.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9 LIMITATION OF LIABILITY (CONT'D)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9 LIMITATION OF LIABILITY (CONT'D)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9. LIMITATION OF LIABILITY (CONT'D)

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE

5.1.9. LIMITATION OF LIABILITY (CONT'D)

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer- provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5.1.10 DIRECTORY LISTINGS

- A. The Company will provide the Customer with Primary, Non-Published and Non-Listed Directory Services (as those services are described in section 3 of this tariff) upon request.
- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

5.1.11 SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the Company's service territory.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE

5.1.12 DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for International services associated with LIS are included in the Company's materials posted on the Company's website at <http://www.suddenlink.com/telephone/international.php>.
- D. Add or Change Charge – The customer will be assessed a charge, on an ICB basis, for any add or change of a Company service as defined below.

Add – The addition of service(s) to existing equipment and/or service(s) at one location.

Change – The rearrangement or reclassification of existing service at the same location.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.13 RATES AND CHARGES

	NONRECURRING CHARGE
1. Local Interconnection Service	ICB
	MONTHLY RATE
2. Local Interconnection Port	
Per-T-1	ICB
All Other Bandwidths	ICB
3. Local Interconnection Service	[1]

- [1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 7.1.12.A preceding for additional information.

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications

Cebridge Telecom CA, LLC

520 Maryville Centre Drive, Suite 300 42444 Powerscourt Drive, Suite 450

St. Louis, MO 63141 St. Louis, Missouri 63131

Schedule Cal. P.U.C. No. 1-T

Original Cal. P.U.C. Title Sheet

Competitive Local Carrier

Tariff Schedule Applicable to
LOCAL EXCHANGE SERVICES

of

Cebridge Telecom CA, LLC (U -6996-C)
d/b/a/ Suddenlink Communications

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications

Cebridge Telecom CA, LLC

520 Maryville Centre Drive, Suite 300 42444 Powerscourt Drive, Suite 450 Original Schedule Cal. P.U.C. No. 1-T
St. Louis, MO 63141 St. Louis, Missouri 63131 Cal. P.U.C. Sheet 1
Cancels Original Sheet 1

Competitive Local Carrier

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s)

Sheet Number	Revision	Sheet Number	Revision	Sheet Number	Revision
Title Sheet	Original				
1	First Revised Original	32	Original	63	Original
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3	Original	34	Original	65	Original
4	Original	35	Original	66	Original
5	First Revised Original	36	Original	67	Original
6	Original	37	Original	68	Original
7	Original	38	Original	69	Original
8	Original	39	Original	70	Original
9	First Revised Original	40	Original	71	Original
10	Original	41	Original	72	Original
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12	Original	43	Original	74	Original
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14	Original	45	Original	76	Original
15	Original	46	Original	77	Original
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29	Original	60	Original		
30	Original	61	Original		
31	Original	62	Original		

Decision No. 2006December 6, 2013

Michael J. Zarilli
Senior Counsel and Director,
Government Affairs

Effective: July 17,

Resolution No.

Competitive Local Carrier

APPLICABILITY

of

 This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing intrastate communications services by the Company within the State of California.

This tariff applies only for the use of the Company's services for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business office located at:

520 Maryville Centre Drive, Suite 300~~12444 Powercourt Drive, Suite 450~~

St. Louis, Missouri 63141~~St. Louis, Missouri 63131~~

This tariff is also available for public inspection at the California Public Utilities Commission.

Advice Letter No. ~~45~~
2006December 6, 2013

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed: ~~July 17,~~

Decision No.
2006December 6, 2013

Effective: ~~July 17,~~

Resolution No.

Competitive Local Carrier

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a Customer's bill.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify a new material including listing, rate, rule or condition.
- (R) To signify a change resulting in a reduction to a Customer's bill.
- (T) To signify a change in text but no change to rate, rule or condition.

Competitive Local Carrier

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Competitive Local Carrier

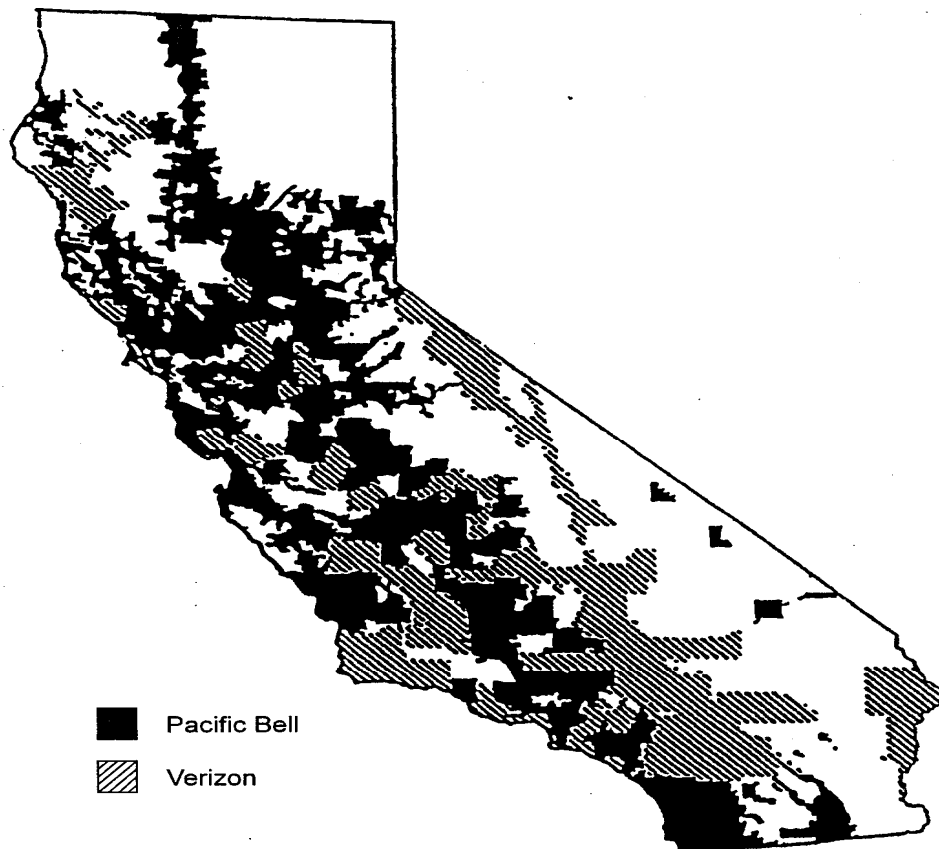
SECTION 1 - PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating and applicable to Cebridge Telecom CA, LLC (“Cebridge” or “Company”). The Company has been authorized by the California Public Utilities Commission (“CPUC”) to provide competitive local exchange services, intraLATA and interLATA access services and interexchange services. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

Competitive Local Carrier

SERVICE AREA MAP

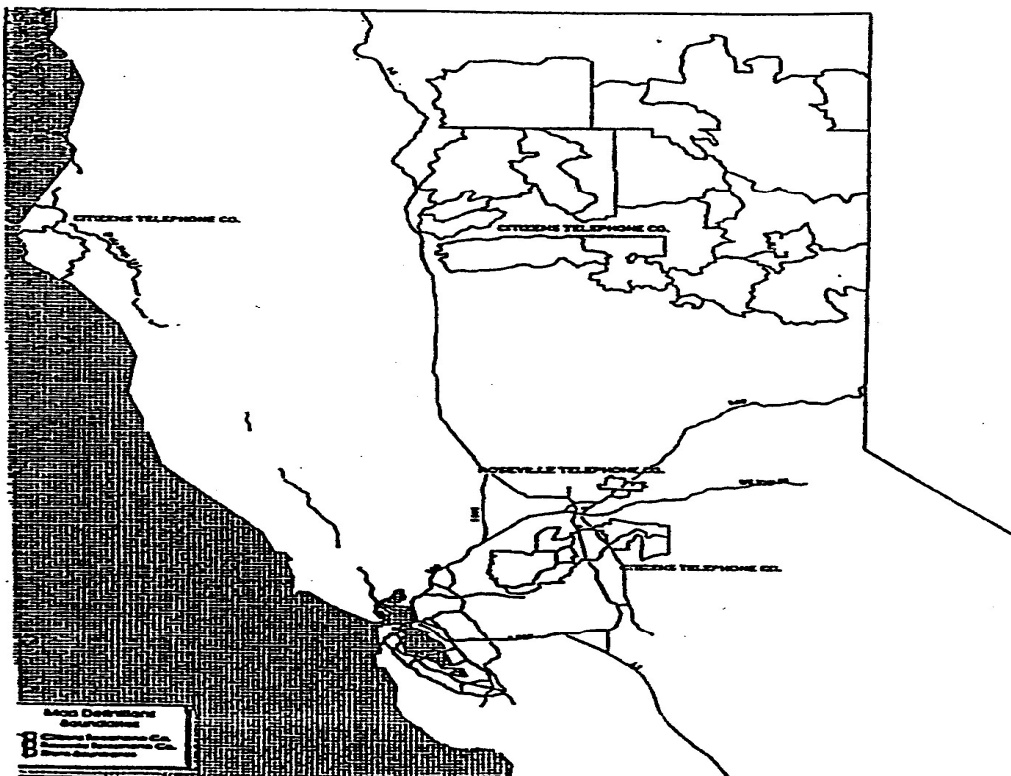
The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined services areas of Pacific Bell and Verizon California. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by Pacific Bell and Verizon California. The Company has also been authorized by the CPUC to provide intraLATA and interLATA access service and interexchange service throughout the State of California.



Competitive Local Carrier

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined services areas of Citizens Telephone Company and Roseville Telephone Company. 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 Citizens Telephone Company and Roseville Telephone Company. The Company has also been authorized by the CPUC to provide intraLATA and interLATA access service and interexchange service throughout the State of California.



Competitive Local Carrier

SECTION 2 - RULES

Rule 1 - Definitions

Advance Payment: Part or all of a payment required before the start of service.

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Authorized User: A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Building: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Central Office: An operating office of the Company where connections are made between telephone exchange lines.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Commission or California Public Utilities Commission: The California Public Utilities Commission (CPUC).

Communications Services: The Company's local exchange switched telephone services.

Communications Systems: Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service

Company: Cebridge Telecom CA, LLC, the issuer of this Tariff, located at: ~~520 Maryville Centre Drive, Suite 300, St. Louis, MO 63141~~ ~~12444 Powercourt Drive, Suite 450, St. Louis, Missouri 63131~~

T

Advice Letter No. ~~45~~
~~2006~~ December 6, 2013

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed: ~~July 17,~~

Decision No.
~~2006~~ December 6, 2013

Effective: ~~July 17,~~

Resolution No.

Competitive Local Carrier

CLC: Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

Credit Card: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

Customer: The person, firm, corporation, or other entity that orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Date of Presentation: The postmark date on the billing envelope.

Day: Time period from 8:01 a.m. to 5:00 p.m.

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Error: A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

Evening: Time period from 5:01 p.m. to 11:00 p.m.

Exchange: A geographic area smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Competitive Local Carrier

Exchange Service: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Hospital: An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

Interexchange Carrier (IC): Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Interface: That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interruption: The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.

Link: The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Local Call: A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1. Verizon California Inc.'s local calling area/zone descriptions can be found in CAL. P.U.C. No. A28, Section III-B.

Competitive Local Carrier

Local Service: Telephone exchange service within a local calling area.

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Night: Time period from 11:01 p.m. to 8:00 a.m.

Nonpublished Service: Service in which the Customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Public Safety Agency: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the customer as Universal Emergency Telephone Number Service.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

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

Same Premises: All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Competitive Local Carrier

Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Station: Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension: Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Telephone Call: A voice connection between two or more telephone stations through the public switched exchange system.

Termination Of Service: Discontinuance of both incoming and outgoing service.

Toll Call: Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two-way: A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

Universal Emergency Telephone Number ("911") Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

User or End-User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Weekend: Time Period from 12:01 Saturday morning to 11:59 Sunday night and the following holidays: New Years Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas day.

Competitive Local Carrier

Rule 2 – Description of Service

The Company undertakes to furnish business communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for local and long distance calling to Customers pursuant to the terms of this tariff. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers.

Although the Company intends to provide residential service in the future it does not have immediate plan to do so at this time. As those plans develop and are formalized the Company will provide any required notice to the Commission and its end users.

Competitive Local Carrier

Rule 3 – Application for Service

Application Process

During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.

A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.

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

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Competitive Local Carrier

Rule 3 (continued)

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (a) 20% of the balance of the total billing payable during the life of the term, or
- (b) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

Initiation of Service

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications
Cebridge Telecom CA, LLC
520 Maryville Centre Drive, Suite 300, 12444 Powercourt Drive, Suite 450
St. Louis, MO 63141 St. Louis, Missouri 63131

Schedule Cal. P.U.C. No. 1-T
Original Cal. P.U.C. Sheet 17

Competitive Local Carrier

Rule 4 – Contracts or Agreements

Contracts will be used for Individual Case Basis ("ICB") service offerings, special promotions, or special assembly. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB arrangements and special promotions will be filed in accordance with CPUC rules.

Competitive Local Carrier

Rule 5 – Advance Payments and Deposits

Advance Payments

At the time an application for service is made, an applicant will not require advance payments for service charges and/or the service connection and/or equipment charges.

Deposits

Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post 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 a Customer's credit history at any time to determine if a deposit is required. In the event the customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from customers to ensure payment of bills.

Nondiscrimination: Deposits will not be required by the Company 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.

Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. 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 customer has received a minimum of two notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

Competitive Local Carrier

Rule 5 (continued)

Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. 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.

Deposits shall not be required if the applicant:

Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.

A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.

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

Competitive Local Carrier

Rule 6 – Notices

Notices provided to the Customer by the Company shall be as follows:

(A) Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer which is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

(1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

(2) Notice by Company

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for Company.

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.

Competitive Local Carrier

Rule 6 (continued)

3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initial a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

Competitive Local Carrier

Rule 7 – Rendering and Payment of Bills

- (a) Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- (b) The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- (c) Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- (d) The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

Competitive Local Carrier

Rule 8 – Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1.877.486.9377. Customer service representatives are available from 8:30 AM to 5:59 PM Pacific Time. Messages may be left for Customer Services from 6:00 PM to 8:29 AM Pacific Time, which may be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

In the case of a dispute between a 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:

- (a) The Customer may make a request, and the Company will perform an in-depth review of the disputed amount. The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the CLC has notified the customer by written notice of such delinquency and impending termination.
- (b) Second, if there is still disagreement over the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the CPUC's Consumer Affairs Branch ("CAB") for its investigation and decision.

The address and telephone numbers of the CAB are:

Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, California 94102
(800) 649-7570 (toll free)
(415) 703-1170
(415) 703-2032 (TDD)

- (c) To avoid disconnection of service, the subscriber 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 within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will

Competitive Local Carrier

Rule 8 (continued)

be disconnected. The Company may not disconnect the Customer's service for non-payment as long as the Customer complies with the above provisions in (a)-(c).

- (d) The CAB will review the claim of the disputed amount. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and make disbursement of the disputed amount.
- (e) After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with the CAB, such amount becomes due 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 Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

Competitive Local Carrier

Rule 9 – Cancellation of Service by Company

(a) The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the Court; or
2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
3. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service; or.
4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
5. For unlawful use of the service or use of the service for unlawful purposes; or
6. Failure to post a required deposit or guarantee; or
7. Any violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of the Company's services.

(b) The Company will provide the following notice of disconnection:

1. Written notice sufficient for the subscriber to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service. The notice shall contain the time or date by which payment, or arrangement for payment, must be made to avoid termination, a toll-free telephone number to reach a carrier service representative who can provide subscriber assistance and the telephone number of the Consumer Affairs Branch.

Competitive Local Carrier

Rule 9 (continued)

2. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 3. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
- (c) Basic Service will not be disconnected for non-payment of anything other than residential and single line business, Flat Rate and/or Measured Rate Service as defined in D. 96-10-066, Appendix B, page 5.
- (d) Restoration of service. The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.
- (e) For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the customer.
- (f) CPUC's Decision No. 91188 in Case No. 4930 requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the utility's 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*

Competitive Local Carrier

Rule 9 (continued)

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 of 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 subscriber, the utility shall promptly restore such service.*
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 subscriber 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*

Competitive Local Carrier

Rule 9 (continued)

of this rule together with a statement that the applicant or subscriber 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 subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility 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 subscriber. 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.*
8. *The term "person," as used herein, includes a subscriber 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 on our customers, the address of the Commission's offices is as follows:

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Competitive Local Carrier

Rule 10 – Cancellation of Service by Customer

Termination of Service by Customer

A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.

If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are ten (10) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.

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 Customer.

Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

Competitive Local Carrier

Rule 11 – Special Information Required on Forms

A. Customer Bills

The Company shall 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 Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

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

“This bill is now due and payable, it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you question this bill, please request an explanation from Cebridge.”

“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 Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made ‘under protest’ to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of 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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Competitive Local Carrier

Rule 11 (continued)

B. Deposit Receipts

Each deposit receipt shall contain the following provision:

“This deposit, less the amount of any unpaid bills for service furnished by Cebridge, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 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.”

Competitive Local Carrier

Rule 12 – Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, billing name, and location of current and previous service. Credit cannot be denied for failure to provide a social security number.
- B. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

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Competitive Local Carrier

Rule 13 – Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

Competitive Local Carrier

Rule 14 – Change of Service Provider

A. Solicitation of customer authorization for service termination and transfer.

Solicitations by CLCs or their agents of customer 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. Solicitations by CLCs or their agents must conform with California Public Utilities Code Section 2889.5. All solicitations sent by CLCs or their agents to customers 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 ("Slamming")

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

Competitive Local Carrier

Rule 15 – Privacy

Company is restricted from releasing nonpublic Customer information in accordance with Public Utilities Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Company shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

As indicated in 47 U.S.C. § 222, the Company has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunications carriers reselling telecommunications services provided by a telecommunications carrier. CPNI information includes "information that relates to quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier." It does not include: (1) aggregate customer data (from which individual customer identities have been removed); subscriber list information (any information identifying subscriber names, address, telephone numbers (or combination thereof) which is to be published for directory listings).

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Competitive Local Carrier

Rule 16 – Blocking Access to 900 and 976 Information Services

At the request of a customer, Company shall block that customer's access to 900 and 976 pay-per call telephone information services. Company shall inform their customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although Company may impose a charge if the customer asks for deactivation of blocking.

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Competitive Local Carrier

Rule 17 – Information to Be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection at in the Company's business offices during regular business hours. Copies of the Company's tariff schedules and advice letters are available at nominal cost to recover photocopying, postage, and/or transmission expenses.

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Competitive Local Carrier

Rule 18 – Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance. Company concurs with Pacific or Verizon's Limitation of Liability tariffs regarding credit for service interruptions.

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Competitive Local Carrier

Rule 19 – Use of Service

Service may not be used for any unlawful purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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Competitive Local Carrier

Rule 20 – Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

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

Title to all facilities provided by Company under these regulations remains in Company's name.

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Competitive Local Carrier

Rule 21 – Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with Company's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

Competitive Local Carrier

Rule 22 – Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event of an error or omission 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. The non prevailing party may be liable for reasonable court costs and attorney fees as determined by the CPUC or by the court.
- C. 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, or by another carrier through the Company, 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 rata charges to the Customer for the periods 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 of 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 exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. Prior to initiation of Directory Services, the Company shall revise this tariff according to the CPUC's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.
- E. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone
- 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
- F. Loss Arising From Non-Delivery of Written Messages
- The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

Competitive Local Carrier

Rule 23 – Measurement of Service

Calculation of Distance

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

- (a) Step 1: Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- (b) Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- (c) Step 3: Square the differences obtained in Step 2.
- (d) Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- (e) Step 5: Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- (f) Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call. Formula:

$$\sqrt{\frac{|v_1 - v_2|^2 + |h_1 - h_2|^2}{10}}$$

Competitive Local Carrier

Rule 24 – Responsibilities of the Customer

- (a) The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originating from the Customer's telephone lines.
- (b) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- (c) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

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Rule 25 – Demarcation Points

Cebridge will follow Pacific Bell's tariff addressing demarcation points.

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Competitive Local Carrier

Rule 26 – Nonpublished Service; Release Information

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, 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. However, the Company does not intend to offer Directory Services at this time. Prior to initiating Directory Services, the Company will include Appendix “A” of Decision Nos. 92860 and 93361, Case No. 10206 herein.

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Competitive Local Carrier

Rule 27 – Individual Case Basis (ICB)

(a) Individual Case Basis

The Company, in its sole discretion, may develop case-by-case arrangements in response to market needs or a Customer's or prospective Customer bona fide request to develop a bid for a service offered under this tariff, or in combination with services not offered under this tariff.

Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-A.

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Competitive Local Carrier

Rule 28 – Directories

The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

Competitive Local Carrier

Rule 29 – Refusal and Disconnection of Service

A. Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

B. Service may be refused or disconnected by written notice for any of the following reasons:

1. Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney fees as determined by the California Public Utilities Commission or by the Court.
2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.
3. Failure to post a required deposit or guarantee.
4. For unlawful use of the service or use of the service for unlawful purposes.
5. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service.
6. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.
7. If the Company provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

C. However, the Company may refuse or disconnect service without prior notice if it is based on an occurrence, which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time, the Company shall mail a notice of suspension to the Customer's billing address.

D. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or refuse service without incurring any liability.

E. The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

Competitive Local Carrier

Rule 30 – Access to 911

- A. The Company does not provide dial tone service. To the extent the Company provides dial tone in the future to customers using facilities owned or leased by the company, the Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

Competitive Local Carrier

Rule 30 (continued)

E. Liability for Use of 911

1. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Competitive Local Carrier

Rule 31 – Caller ID

A. Caller Identification Blocking-Per Call

This enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

B. Caller Identification Blocking-Per Line

This provides a permanent indicator on a customer's line. Once block is established on the customer's line, the private status can be deactivated by the customer by dialing a code, *82 or 1182 on rotary phones, before each call, to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. New customers to the Caller ID serving area will be provided the same option. A customer requesting additional changes to their per line blocking, after initial set-up, will pay a nonrecurring charge for modifying their per line blocking option.

Per line blocking will be provided free to law enforcement and domestic violence agencies at any time.

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Competitive Local Carrier

Rule 32 - Surcharges and Taxes

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company. Applicant will concur with Resolution T-16901.

Surcharge To Fund CPUC Reimbursement Fee

Applicability: This surcharge is for the purpose of funding the CPUC and applies to the aggregate amount of intrastate customer billings.

Rates: A surcharge of 0.11 percent will be applied to all intrastate customer billings as they appear on the customer's bill. The surcharge will be applied to the customer's bill for intrastate services that appear on that particular bill.

Surcharge To Fund California Relay Service And Communications Device Fund

Applicability: This surcharge is for the purpose of funding the California Relay Service and Communications Device Fund and applies to aggregate intrastate customer billings.

Rates: A surcharge of 0.27 percent will be applied to all intrastate customer billings.

Surcharge To Fund Universal Lifeline Telephone Service

Applicability: This surcharge is for the purpose of funding the Universal Lifeline Telephone Service (ULTS) and applies to all intrastate customer billings.

Rates: A surcharge of 1.29 percent will be applied to all intrastate customer billings as they appear on the customer's bill.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

DWT 10596499v2 0102655 000004

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Competitive Local Carrier

Rule 32 (continued)

California High Cost Fund

Applicability: This surcharge is for the purpose of funding Universal Support to the high cost area of California and applies to all customer billings.

Rates

California High Cost Fund - A (CHCF-A)

A surcharge of 0.21 percent will be applied to all intrastate billings as they appear on the customer's bill.

California High Cost Fund - B (CHCF-B)

A surcharge of 2.0 percent will be applied to all intrastate customer billings as they appear on the customer's bill.

Surcharge To Fund California Teleconnect Fund Discounts

This surcharge provides the funding for the discounted advanced services provided to qualified schools, libraries, hospitals, health clinics, and community based organizations. A surcharge of 0.13 percent will be applied to all end users of intrastate telecommunications services.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

DWT 10596499v2 0102655 000004

Competitive Local Carrier

Rule 33 - Universal Telephone Service Regulations

Eligibility

The following criteria for eligibility apply to Universal Lifeline Telephone Service (ULTS):

The residence premises at which the service is requested is the applicant's principal place of residence.

The residence premises household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residential premises occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of ULTS.

There is only one exchange access line serving the residence premises.

For the fiscal year for which the service is provided, based on current income, the applicant's total household income does not exceed the following:

HOUSEHOLD SIZE	INCOME LIMITATION
1,2	\$21,300
3	25,100
4	30,200
Each Additional Member	5,100

The income used to determine whether a household with a self-employed person is eligible to participate in the ULTS program shall include the net business income shown on IRS Form 1040, Schedule C, Line 29. If a net loss is shown on Line 29, then Line 29 shall not be included as part of the income used to determine whether a household with a self-employed person is eligible to participate in the ULTS program.

39.1.1 Liquid assets shall not be used as a criterion to screen applicants for the ULTS program.

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Competitive Local Carrier

Rule 33 (continued)

Household income used to determine eligibility shall not include (i) borrowed monies, or (ii) monies transferred from one checking, savings, or similar account to another account.

Household income used to determine eligibility shall include income derived from such assets, such as interest and dividend, and income derived from the gain from their sale.

No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.

The applicant's total household income is subject to verification by the CPUC.

Certification

The applicant will self-certify eligibility for ULTS. Re-certification is required annually or at any time the qualifying criteria for recipients change.

The Company shall obtain from each applicant seeking to enroll in the ULTS program a signed statement indicating that (i) the Company may verify the customer's eligibility to participate in the ULTS program, and (ii) if the verification establishes that the customer is ineligible to participate in the ULTS program, the customer shall be removed from the program and may be billed for previous discounts which the customer should not have received.

New applicants for telephone service ordering ULTS are required to return a signed self-certified form to the Company within 45 days or service will be changed to the regular tariffed rate. The full rate (excluding usage) will be retroactive to the date the ULTS rate commenced. Also, if service and labor charges were billed at the discounted ULTS rate, the amount of the discount will be back billed. The regular change of service charge will also be applicable. Applicants who do not return a signed self-certification form to the Company within 45 days will be subject to normal deposit requirements.

The Company will mail re-certification forms annually to each recipient of ULTS. The Company shall obtain from each customer seeking to remain in the ULTS program a signed statement acknowledging that (i) the Company may verify the customer's eligibility to participate, and (ii) if the verification establishes that the customer is ineligible to participate in the program, the customer will be removed from the program and may be billed for previous discounts which the customer should not have received. If the certificate is not received by the Company within 60 days, the Company will assume that the customer is no longer eligible.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

DWT-10596499v2-0102655-000004

Competitive Local Carrier

Rule 33 (continued)

Additional Service and Equipment

Additional service and equipment are not included in the ULTS rate, but will be provided to ULTS customers at applicable tariffed rates.

Deposits

Establishment of Credit - ULTS Residence Applicants

A deposit or other form of security will not be required unless the ULTS applicant has an unpaid final residence bill over 45 days old. When the Company requires a deposit, the deposit amount will be determined as described in 2.1.7.

Reestablishment of Credit - ULTS Residence Applicants

A customer whose service has been discontinued for nonpayment of bills will be required to:

Pay any unpaid balance due to the Company for the premises at which service is to be restored,

Pay a restoration charge, and

Reestablish credit by making a deposit before service is restored.

An applicant who previously has been a customer of the Company and during the last twelve months of that prior service, has had service temporarily or permanently discontinued for nonpayment of bills, will be required to pay any unpaid balance due the Company and to reestablish credit by making a deposit.

Unless otherwise stated, all rule provisions of this section shall apply to ULTS.

Regulations not found in this section are as set forth in other sections of this Tariff.

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Rule 33 (continued)

Customers qualifying for ULTS will be entitled to one installation every 12 months of a primary access line as shown in rates and charges. No carry-over credit will be given for years in which no installation at reduced rates is made.

Existing non-ULTS customers qualifying for ULTS will be charged the ULTS change of service charge for change in class, type or grade of service, if applicable.

Eligible ULTS customers requesting a change of service will be charged the ULTS service charge.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

[DWT-10596499v2-0102655-000004](#)

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Rule 34 - Discounted Services To Qualifying Entities

Decision 96-10-066 authorizes discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations.

Schools and Libraries Qualifying schools and libraries shall be entitled to a 50% discount off tariffed rates for the following services: Measured business service, Switched 56, Integrated Services Digital Network (ISDN) service, T-1 service, and DS-3, or their functional equivalents. Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 Million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under

Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries.

Hospitals and Health Clinics Municipal and county government owned and operated hospitals and health clinics qualify for a 20% discount off tariffed rates for the following services: Switched 56, ISDN, T-1 and DS-3 services, or their functional equivalents.

Community Based Organizations (CBOs) Qualifying CBOs shall be entitled to a 25% discount off tariffed rates for the following services: Switched 56, ISDN, and T-1 service, or their functional equivalents. Only tax exempt organizations offering health care, job training, job placement, or educational instruction, shall qualify for the discounted rates for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501(c)(3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application.

The discounted rates available under this Rule may not be resold to, or shared with, any other non-qualifying entity or person.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

DWT 10596499v2 0102655 000004

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Competitive Local Carrier

SECTION 3 - SPECIAL PROMOTIONS

3.1 Promotional Offerings – General

Reserved for future use.

Advice Letter No. 5

Decision No.

DWT 10596499v2 0102655 000004

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Effective:
Resolution No.

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications
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SECTION 4 - INDIVIDUAL CASE BASIS ARRANGEMENTS

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed:

Decision No.

Effective:
Resolution No.

DWT-10596499v2-0102655-000004

Competitive Local Carrier

SECTION 5 LOCAL INTERCONNECTION SERVICE

5.1 LOCAL INTERCONNECTION SERVICE

5.1.1 GENERAL

- A. Subject to the terms set forth in Section 7.1.4, following, this Tariff provides an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section are in addition to the terms and conditions found in the General Regulations section of this Tariff.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.2 DEFINITIONS

- A. For purposes of this section 7, "Company" means an affiliate of Suddenlink Communications that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

5.1.3 DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.3 DESCRIPTION OF SERVICE

D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

5.1.4 USE OF SERVICE

A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 7.1.8 and 7.1.9 of this Tariff.

1. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.4. USE OF SERVICE (CONT'D)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.4. USE OF SERVICE (CONT'D)

- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 7.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

5.1.5 TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

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Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause.

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed: December 6, 2013

Decision No.

Effective: December 6, 2013

Resolution No.

DWT 10596499v2 0102655 000004

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause (Cont'd)

7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

5.1.6 SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.7 LOCAL NUMBER PORTABILITY

- A. Porting In. When the Customer obtains Subscriber requests to port a telephone number from a third party telecommunications provider so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number, the Customer may request that the telephone number be ported to the Company. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of “number portability” contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber (“Port-Out”). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company’s standard operating procedures.

5.1.8 EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber’s address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.8. EMERGENCY 911 SERVICE (CONT'D)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.8. EMERGENCY 911 SERVICE (CONT'D)

F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

5.1.9 LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 7.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9 LIMITATION OF LIABILITY (CONT'D)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed: December 6, 2013

Decision No.

Effective: December 6, 2013

Resolution No.

DWT 10596499v2 0102655 000004

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9 LIMITATION OF LIABILITY (CONT'D)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed: December 6, 2013

Decision No.

Effective: December 6, 2013

Resolution No.

DWT-10596499v2-0102655-000004

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.9. LIMITATION OF LIABILITY (CONT'D)

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE

5.1.9. LIMITATION OF LIABILITY (CONT'D)

I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer- provided facilities or services.

J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5.1.10 DIRECTORY LISTINGS

A. The Company will provide the Customer with Primary, Non-Published and Non-Listed Directory Services (as those services are described in section 3 of this tariff) upon request.

B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.

C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

5.1.11 SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the Company's service territory.

Competitive Local Carrier

5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE

5.1.12 DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for International services associated with LIS are included in the Company's materials posted on the Company's website at <http://www.suddenlink.com/telephone/international.php>.
- D. Add or Change Charge – The customer will be assessed a charge, on an ICB basis, for any add or change of a Company service as defined below.

Add – The addition of service(s) to existing equipment and/or service(s) at one location.

Change – The rearrangement or reclassification of existing service at the same location.

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5. LOCAL INTERCONNECTION SERVICE

5.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

5.1.13 RATES AND CHARGES

	<u>NONRECURRING CHARGE</u>
1. Local Interconnection Service	ICB
	<u>MONTHLY RATE</u>
2. Local Interconnection Port	
Per-T-1	ICB
All Other Bandwidths	ICB
3. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 7.1.12.A preceding for additional information.

Advice Letter No. 5

Issued by:
Michael J. Zarrilli
Senior Counsel and Director,
Government Affairs

Date Filed: December 6, 2013

Decision No.

Effective: December 6, 2013

Resolution No.

DWT-10596499v2-0102655-000004