



Advanced
TelCom
Group, Inc.

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Second Floor

Santa Rosa, CA 95401

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Dear Sir or Madam;

In compliance with Decision No. 63600, Docket No. T-03842A-00-0130, please find ten copies of the proposed tariff for Advanced TelCom, Inc. and one copy for the Compliance Section.

Please do not hesitate to call if you have questions (707-284-5284.)

Sincerely yours,

Kathryn L. Thomas
VP-Regulatory & Public Policy

Arizona Corporation Commission

DOCKETED

MAY 24 2001

DOCKETED BY

**REGULATIONS AND SCHEDULE OF CHARGES FOR
THE PROVISION OF COMPETITIVE
TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF ARIZONA**

Issued: May 24, 2001

Effective: May 24, 2001

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title Sheet	Original	21	Original
1	Original	22	Original
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3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
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19	Original	40	Original
20	Original		

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Clifford Rudolph
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CHECK SHEET (Cont'd)

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules, together with information relating to local exchange, intraLATA and interLATA competitive telecommunications services offered to customers throughout the State of Arizona by Advanced TelCom, Inc.

THE RATES CONTAINED HEREIN ARE THE MAXIMUM AMOUNT THAT Advanced TelCom, Inc. WILL CHARGE FOR EACH SERVICE WITHIN THE STATE OF ARIZONA. REFER TO THE CURRENT PRICE SHEET LIST FOR Advanced TelCom, Inc.'S CURRENT RATE SCHEDULE.

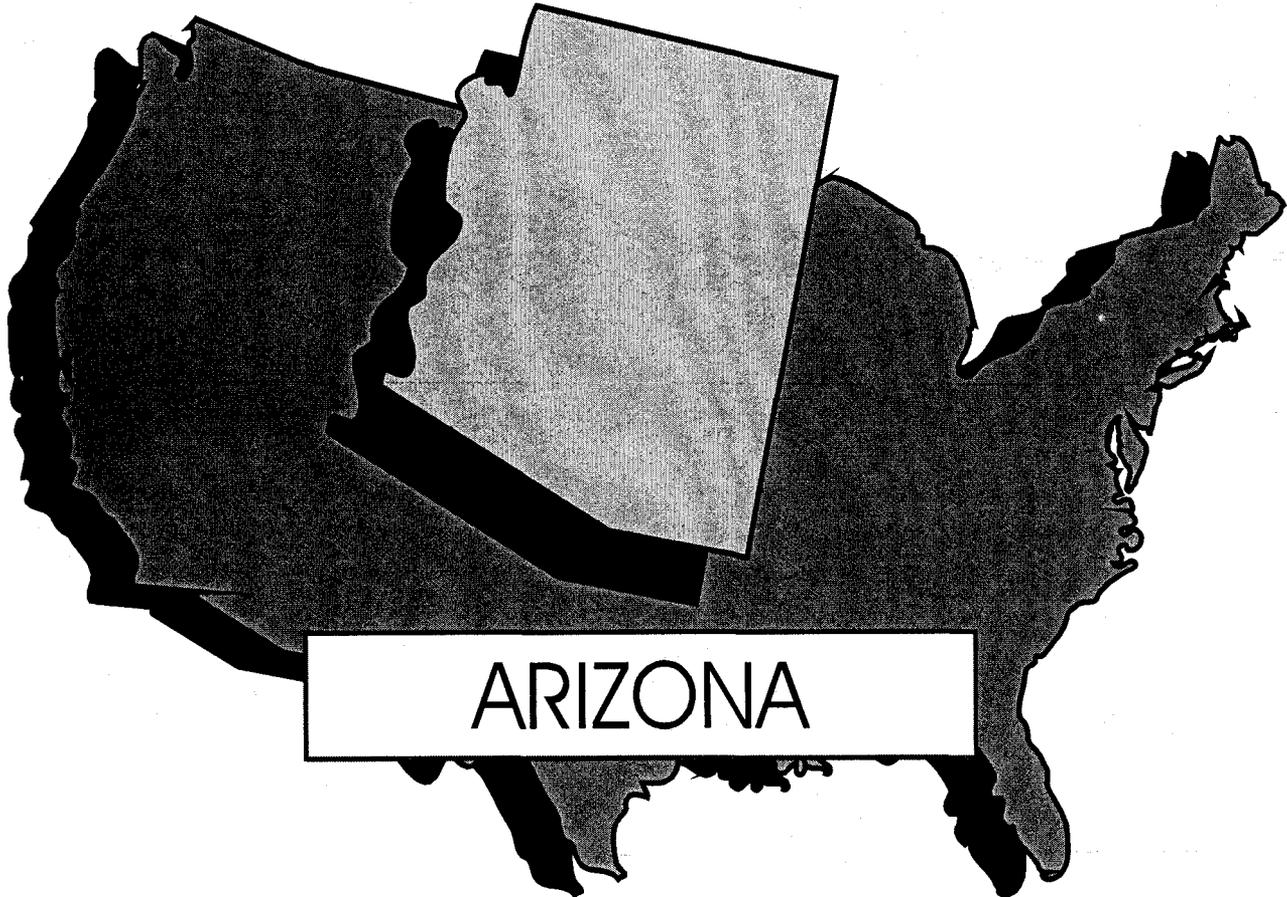
EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) to signify changed condition or regulation.
- (D) to signify deleted material.
- (I) to signify a change in rate or charge resulting in an increase to a customer's bill.
- (M) to signify that material has been transferred from another sheet or place in the tariff.
- (N) to signify new material.
- (R) to signify a change in rate or charge resulting in a reduction to a customer's bill.
- (T) to signify a change in text for clarification.

TERRITORY

Advanced TelCom, Inc. provides intrastate telecommunications service to customers within the State of Arizona.



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SECTION 1
TECHNICAL TERMS

1.1 Definitions

Certain terms used generally throughout this tariff are defined below:

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

Central Office: A facility within a telecommunications system where calls are switched and which contains all necessary equipment, operating arrangements and interface points for terminating and interconnecting facilities such as subscriber lines and interoffice trunks.

Competitive Telecommunications Service: Any telecommunications service where customers of the service within the relevant market have or are likely to have reasonably available alternatives.

Commission: The Arizona Corporation Commission.

Company: Advanced TelCom, Inc., the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Local Exchange Area: One or more exchange areas wherein a basic exchange service customer may make calls without incurring a message toll charge.

Local Exchange Service: The telecommunications service that provides a local dialtone, access line and local usage within an exchange or local calling area.

LEC: Local Exchange Carrier, a telecommunications company that provides local exchange service as one of the telecommunications services it offers to the public.

TECHNICAL TERMS

1.1 Definitions (Cont'd)

Rate: The maximum tariffed rate approved by the Commission, from which the competitive telecommunications service provided may be discounted to the total service long run incremental cost of providing the service.

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

Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute service commencement date.

Service Order: The request for services executed by the customer and the Company in the format devised by the Company. The acceptance of a service order by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Telecommunications Service: Any transmission of interactive switched and nonswitched signs, signals, writing, of any nature by wire, radio, lightwave or any other electromagnetic means (including access services), which originate and terminate in the state, and are offered to or for the public, or some portion thereof, for compensation.

User or End User: A customer, joint user, or any other person authorized by a customer to use service provided under this tariff.

911 Service: A basic 911 system which consists of a telephone service that automatically connects a person dialing the single three-digit number 911 to an established public safety answering point through normal telephone service facilities. 911 service also refers to any enhancement of a basic 911 system.

SECTION 2
GENERAL REGULATIONS

2.1 Description of Service - General

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with information transmission between points within the State of Arizona.

The services, terms and conditions of this tariff are subject to the jurisdiction of the Arizona Corporation Commission. Service is provided under the appropriate rules and regulations of the Commission, in effect, and as amended from time to time.

Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

Customers and users may use services 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.

This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required, at the sole discretion of the Company.

Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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GENERAL REGULATIONS

2.2 Customer Application for Service

2.2.1 General

Customers may be required to sign a written service order which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a like term basis unless terminated by the customer by verbal or written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

Installation is considered to have started the when the customer has signed the service order and advised the Company to proceed with installation.

GENERAL REGULATIONS

2.2 Customer Application for Service (Cont'd)

2.2.2 Cancellation or Modification of Application for Service by the Customer

- (A) Applications for service are noncancellable after three (3) days unless the Company otherwise agrees. Where the Company permits the customer to cancel or modify an application for service prior to the start of service or prior to any special construction except as noted elsewhere in this tariff, no charge other than those specified below will apply.
- 1) When a service order is canceled or modified within three (3) days no charges will apply.
 - 2) When a service order is canceled or modified within four (4) to seven (7) days the customer is responsible for all nonrecurring charges.
 - 3) When a service order is canceled or modified after seven (7) days the customer is responsible for all termination liability charges.
- (B) If the customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service additional nonrecurring charges may apply.

GENERAL REGULATIONS

2.2 Customer Application for Service (Cont'd)

2.2.2 Cancellation or Modification of Application for Service by the Customer (Cont'd)

- (C) The special charges described above will be calculated and applied on a case-by-case basis.
- (D) If the cancellation is requested after completion of the installation, it will be treated as a discontinuance of service and any applicable minimum period charges and termination liabilities will apply.

2.2.3 Deferral of Installation Date by the Customer

A customer may defer the installation date of an order involving the scheduled installation or change of service when:

- (A) The request for the deferral is received by the Company prior to the order's installation date, and
- (B) The total deferral measured from the order's initial installation date does not exceed 30 calendar days.

GENERAL REGULATIONS

2.2 Customer Application for Service (Cont'd)

2.2.3 Deferral of Installation Date by the Customer (Cont'd)

A customer having deferred an order for the maximum 30 calendar day period may not defer the order again. The customer instead has the option to:

- (A) accept billing for the service ordered, or
- (B) cancel the order and pay the applicable nonrecurring charge(s) for the service ordered.

The billing or cancellation is effective on the 31st calendar day of the deferral.

If the customer elects to accept billing, the installation will be completed as soon as reasonably practical after the customer advises the Company. Billing will commence when the Company notifies the customer that services is available for use.

Orders involving the discontinuance of service may be delayed at any time prior to the disconnection date. There will be no maximum delay period for these orders.

2.3 Contracts or Agreements

Contracts or agreements will be provided to customers, at the Company's option, where their unique situation requires such.

GENERAL REGULATIONS

2.4 Establishment of Competitive Local Exchange Service (Cont'd)

2.4.3 Service establishments, re-establishments or reconnection charge

- (A) The Company may charge, as specified in this tariff, for the establishment, reestablishment, or reconnection of services.
- (B) Should service be established during the period other than regular working hours at the customer's request, the customer may be required to pay an after-hour charge for the service connection.
- (C) For the purpose of this rule, service establishments are where the customer's and Company's facilities are ready and acceptable.

GENERAL REGULATIONS

2.5 Customer Bills

The name of the Company will be clearly identified on the customer's bill. Each bill will provide the following information:

- (A) The description of the service provided;
- (B) The monthly charge for each service provided;
- (C) The Company's toll-free number for billing inquiries;
- (D) The amount or percentage rate of any privilege, sales, use or other taxes that are passed on to the customer as part of the charge for the service provided;
- (E) Any access or other charges imposed by the Federal Communications Commission or the Arizona CC;
- (F) The date on which the bill becomes delinquent.

2.6 Establishment and Reestablishment of Credit

The Company may conduct a credit investigation of a new customer prior to accepting the service order or customer's deposit. A customer whose service has been discontinued for nonpayment of bills will be required to reestablish credit before service is restored. The Company may require a customer to pay all amounts past due in addition to any connection charges and/or a deposit.

GENERAL REGULATIONS

2.7 Deposits and Advanced Payments

2.7.1 Advance Payments

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to the first month's estimated monthly recurring charges, and non-recurring installation charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

2.7.2 Deposits

To safeguard its interests, the Company may require the customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation.

A deposit may be required in addition to an advance payment.

When a service or facility is discontinued, the amount of a deposit, if any, including accrued interest, will be applied to the customer's account and any credit balance remaining will be refunded. If the amount of the deposit is insufficient to cover the balance due to the customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied.

GENERAL REGULATIONS

2.7 Deposits and Advanced Payments (Cont'd)

2.7.2 Deposits (Cont'd)

The deposit, less the amount of any unpaid bills for service furnished by the Company, will 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 provided credit has been established satisfactorily with the Company.

Credit is considered established satisfactorily with the Company if the customer has not been subject to collection procedures for a past due amount in the preceding 12 months.

The Company will pay interest on the deposit at the current statutory rate of 6% per annum from the date of the establishment of the credit until the deposit is returned. However, if the Company deems the deposit no longer necessary, it may return the deposit prior to the discontinuance of service, in which case interest will be computed to the date of the notice to the customer that the deposit will be returned to him.

GENERAL REGULATIONS

2.7 Deposits and Advanced Payments (Cont'd)

2.7.2 Deposits (Cont'd)

- (A) The Company will not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
- 1) The applicant has had continuous telephone service of a comparable nature with the Company at another service location within the past two years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.
 - 2) The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
 - i) Applicant had a timely payment history at time of service discontinuation.
 - ii) Applicant has no outstanding liability from prior service.
 - 3) In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company will review and release an existing customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.
- (B) The Company will issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.

GENERAL REGULATIONS

2.7 Deposits and Advanced Payments (Cont'd)

2.7.2 Deposits (Cont'd)

- (C) The Company may require a residential customer to establish a deposit if the customer becomes delinquent in the payment of two or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.
- (D) The amount of a deposit required by the Company shall be determined according to the following terms:
 - 1) Residential customer deposits shall not exceed two times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater.
 - 2) Nonresidential customer deposits shall not exceed two and one-half times the customer's estimated maximum monthly bill.
- (E) The Company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.

GENERAL REGULATIONS

2.8 Rendering and Payment of Bills

2.8.1 Payment for Service

The customer is responsible for the payment of all charges including taxes, fees and/or surcharges, if applicable, for facilities and services furnished by the Company to the customer. Such taxes, fees and/or surcharges are in addition to the rates herein for services provided.

2.8.2 Billing and Collection of Charges

The customer is responsible for payment of all charges incurred by the customer or other users for services and facilities furnished to the customer by the Company.

- (A) Bills are due and payable upon presentation and are considered past due after the payment due date on the bill. Bills are payable in immediately available funds. The Company may require payment of charges prior to the due date which may appear on any statement or bill rendered to the customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon presentation of the invoice. When billing is based upon customer usage, usage charges will be billed monthly in arrears.
- (C) When service does not commence on the first day of the month or end on the last day of the month, a charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

GENERAL REGULATIONS

2.8 Rendering and Payment of Bills (Cont'd)

2.8.2 Billing and Collection of Charges (Cont'd)

- (D) Billing of the customer by the Company will begin on the service commencement date, which is the day on which the Company notifies the customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) A bill is considered past due if it remains unpaid after the due date which will be not less than twenty calendar days after the billing date stated on the bill.
- (F) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor.
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law.

The amount of the late payment penalty will be stated on the customer's bill.

- (G) The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the customer to the Company which a financial institution refuses to honor.
- (H) Customers have up to 45 days from the presentment of the bill to initiate a dispute over charges or to receive credits.
- (I) If service is disconnected by the Company for cause as specified following and later restored, restoration of service will be subject to all applicable installation charges.

GENERAL REGULATIONS

2.9 Disputed Bills

The customer may dispute a bill by verbal or written notice to the Company within 45 days after presentment of the statement. Unless such notice is received in the timely fashion indicated above, the billing statement shall be deemed to be correct and payable in full by customer.

2.9.1 Any customer who disputes a portion of a bill rendered for Company service shall pay the undisputed portion of the bill and notify the Company's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill.

2.9.2 Upon receipt of the customer notice of dispute, the Company will:

- (A) Notify the customer within five working days of the receipt of a written dispute notice.
- (B) Initiate a prompt investigation as to the source of the dispute.
- (C) Withhold disconnection of service until the investigation is completed and the customer is informed of the results.

2.9.3 Once the customer has received the results of the Company's investigation, the customer shall submit payment within five working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of service.

Prior to termination the customer will be informed of his right of appeal to the Commission.

2.9.4 In the event a customer and the Company cannot resolve a service and/or bill dispute, the customer may file a written statement of dissatisfaction with the Commission; by submitting such notice to the Commission, the customer shall be deemed to have filed an informal complaint against the Company.

GENERAL REGULATIONS

2.10 Discontinuance of Service

2.10.1 Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written for month-to-month and multi-month service arrangements; however, a multi-month service arrangement must be followed up by written confirmation within ten (10) calendar days.

2.10.2 The Company may refuse to provide service for nonpayment for any of these services, even if the debt is to another carrier.

The Company may not discontinue service for failure of a customer to pay for services or equipment which is not regulated by the Commission or for disputed bills where the customer has complied with the Commission's rules on complaints.

2.10.3 Cancellation for Cause by the Company

(A) The Company may deny or discontinue service to a customer without the customer's permission and without prior notice for any one or more of the following reasons:

- 1) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
- 2) The Company has evidence of tampering or fraud.

The Company will not restore service until the conditions which resulted in cancellation have been corrected to the Company's satisfaction.

GENERAL REGULATIONS

2.10 Denial or Discontinuance of Service (Cont'd)

2.10.3 Cancellation for Cause by the Company (Cont'd)

(B) The Company may deny or discontinue service to a customer without the customer's permission and with prior notice for one or more of the following reasons:

- 1) Violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's Rules and Regulations.
- 2) Failure to pay a bill for service.
- 3) Failure to meet or maintain the Company's credit and deposit requirements.
- 4) Failure to provide the Company reasonable access to its equipment and property.
- 5) Breach of contract for service between the Company and the customer.
- 6) When necessary to comply with order of any governmental agency having such jurisdiction.
- 7) Unauthorized resale of equipment or service.

GENERAL REGULATIONS

2.10 Denial or Discontinuance of Service (Cont'd)

2.10.3 Cancellation for Cause by the Company (Cont'd)

(C) The customer will be notified in writing of the Company's intention to discontinue service prior to discontinuance. All notices of proposed discontinuance will state:

- 1) The reason for and date of the scheduled discontinuance of service; and,
- 2) Actions which the customer may take to avoid discontinuance of service.

The Company will not discontinue local exchange service for delinquency of non-local bills.

(D) The customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Service calls to the customer's telephone equipment. Should the customer have insufficient access lines on which to terminate 8XX Service calls, the Company reserves the right to request the customer to add additional lines for call terminations. If, after 90 days, the customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the customer's 8XX Service, with 30 days written notice.

GENERAL REGULATIONS

2.11 Temporary Service

Temporary service or service to speculative projects will be provided if consistent with the best interest of the Company.

2.12 Continuity of Service

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. The Company will attempt to inform affected customers at least twenty-four (24) hours in advance of the scheduled date and estimated duration of the service interruption. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual customer but effect many customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

GENERAL REGULATIONS

2.13 Customer Service Complaints

The Company will make a full and prompt investigation of all service complaints made by its customers, either directly or through the Commission.

The Company will respond to the complainant and/or the Commission representative within five working days as to the status of the investigation of the complaint.

The Company will notify the complainant and/or the Commission representative of the final disposition of each. Upon request of the complainant or the Commission representative, the Company will report the findings of its investigation in writing.

The Company will keep a record of all written service complaints received which shall contain, at a minimum, the following data:

- (A) Name and address of complainant
- (B) Date and nature of the complaint
- (C) Disposition of the complaint
- (D) A copy of any correspondence between the Company, the customer, and/or the Commission.

The record shall be maintained for a minimum period of one year and shall be available for inspection by the Commission.

GENERAL REGULATIONS

2.14 Liability of the Company

2.14.1 The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption following. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.14.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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GENERAL REGULATIONS

2.14 Liability of the Company (Cont'd)

2.14.3 The Company shall not be liable for:

- (A) any act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for interconnection with network services; or
- (B) for the acts or omissions of any third party.

2.14.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

2.14.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

GENERAL REGULATIONS

2.14 Liability of the Company (Cont'd)

2.14.6 The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

2.14.7 The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from customer's use of services, including, but not limited to, claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications.

2.14.8 In addition to the limitation of liabilities contained in 2.14.1, the entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.14.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

GENERAL REGULATIONS

2.15 Obligation of the Customer

2.15.1 General

The customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations; or by fire or theft or other casualty on the customer premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air-conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the customer from the cable building entrance or property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service;

GENERAL REGULATIONS

2.15 Obligation of the Customer (Cont'd)

2.15.1 General (Cont'd)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible and granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer, provided, however, that in emergency circumstances, the customer shall permit immediate access. No allowance will be made for the period during which service is interrupted for such purposes.

GENERAL REGULATIONS

2.15 Obligation of the Customer (Cont'd)

2.15.2 Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agent, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

GENERAL REGULATIONS

2.16 Provision of Equipment and Facilities

- 2.16.1 The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date.
- 2.16.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company.
- 2.16.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer, unless with prior customer approval.
- 2.16.4 Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it. Such equipment must be reasonably accessible on a 24 hours a day, 7 day a week basis.
- 2.16.5 The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the customer.
- 2.16.6 Company-provided equipment may be retrieved by the Company at any time.

GENERAL REGULATIONS

2.16 Provision of Equipment and Facilities (Cont'd)

2.16.7 The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (A) the transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
- (B) the reception of signals by customer-provided equipment; or
- (C) the inadvertent interference of signals generated by Company-provided equipment with customer provided equipment.

GENERAL REGULATIONS

2.17 Customer Equipment and Channels

2.17.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of a signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.17.2 Station Equipment

- (A) Customer-provided terminal equipment on the user's premises shall be provided by and maintained at the expense of the customer. The customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's facilities.
- (B) The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

GENERAL REGULATIONS

2.17 Customer Equipment and Channels (Cont'd)

2.17.2 Station Equipment (Cont'd)

(B) (Cont'd)

The customer must advise the Company of changes of the type of customer-provided equipment. The Company will work cooperatively with the customer to resolve any compatibility problems. However, if the customer-provided equipment remains incompatible the Company may discontinue service.

2.17.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- (B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

GENERAL REGULATIONS

2.17 Customer Equipment and Channels (Cont'd)

2.17.4 Inspections and Protective Requirements

- (A) Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth above for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

- (B) If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary.

GENERAL REGULATIONS

2.18 Allowances for Interruptions in Service

Interruptions in service, which are not due to a customer's negligence or noncompliance with the provisions of this tariff or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer as set forth below for the part of the service that the interruption affects.

2.18.1 Credit for Interruptions

- (A) Unless otherwise specified in this tariff, credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days.
- (C) The Company will make appropriate adjustments or refunds to a customer when service to the customer is interrupted for reasons other than the negligence or willful act of the customer or remains interrupted for more than twenty-four hours after being reported or found to be out of order.
- (D) The adjustment or refund is the prorated part of the monthly rate for the days that service or facilities remained inoperative.
- (E) The refund may be made in the form of a credit on a subsequent bill.

GENERAL REGULATIONS

2.18 Allowances for Interruptions in Service (Cont'd)

2.18.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including, but not limited to, the customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- (F) interruptions of service during a period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.

GENERAL REGULATIONS

2.19 Non-routine Installation , Maintenance and Special Construction

2.19.1 Non-routine Installation or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs directly related to such installation and/or maintenance incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.19.2 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken at the request of the customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.20 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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GENERAL REGULATIONS

2.21 Prohibited Uses

- 2.21.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.21.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.21.3 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.21.4 A customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit the customer to transfer its existing service to another customer or applicant for service if the existing customer has paid all charges owed to the Company for service. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply.

GENERAL REGULATIONS

2.22 Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, or fraudulently obtains the Company's services provided under this tariff.

2.22.1 Liability for Calling Card Fraud

- (A) The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card, issued by the Company at the customer's request, which enables the customer or user(s) authorized by the customer to place calls over the network and to have the charges for such calls billed to the customer's account.
- (C) The customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- (D) The customer is responsible for payment of all charges for services furnished to the customer or to users authorized by the customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer-provided equipment by third parties, the customer's employees, or the public.
- (E) The customer is liable for all charges incurred as a result of unauthorized use of the network, including incidental and consequential damages. In addition, the customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

GENERAL REGULATIONS

2.22 Unauthorized Use of the Network (Cont'd)

2.22.2 Liability for Credit Card Fraud and Other Unauthorized Use

- (A) The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: 1) the card is an accepted credit card, and 2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a 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 cardholder.

- (B) The liability of the customer for unauthorized use of the network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- (C) The customer must give the Company written notice that an unauthorized use of the credit card has occurred.

GENERAL REGULATIONS

2.23 Resale or Shared Use of Service

Any service provided under this tariff may be resold to or shared with other persons at the option of customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.24 Transfers and Assignments

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent Company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.25 Shortage of Equipment or Facilities

The Company reserves the right to reasonably limit or allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

The furnishing of facilities-based service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities and services the Company may obtain from other carriers to furnish service.

GENERAL REGULATIONS

2.26 Operator Services

Operator Services will be provided through an Underlying Carrier in accordance with all the laws and regulations applicable to operator service providers.

2.27 Privacy

The Company will not release non-public customer information.

2.28 Nonpublished Listing Service

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

GENERAL REGULATIONS

2.29 Charges for Termination of Service by Customer

2.29.1 General

Except as noted elsewhere in this tariff or agreed upon in a term contract between the customer and the company, if a customer terminates service before the completion of the term for any reason whatsoever other than the Company's failure to comply with this tariff or Commission rules, the customer agrees to pay the Company the charges outlined below. These charges shall become due and payable as of the effective date of the termination of service.

A customer's liability for termination of service shall be equal to:

- A) all unpaid nonrecurring charges (including nonrecurring charges waived as part of a promotional offering), reasonably expended by the Company to establish service to the customer, plus;
- B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, plus;
- C) termination liability charges equal to 100% of the recurring charges for the unexpired portion of the term ordered by the customer, apply if a customer terminates a service for which a termination liability is specified;
- D) termination liability charges apply to the following services:

Integrated Service Digital Network - Primary Rate Interface

GENERAL REGULATIONS

2.30 Notices and Communications

2.30.1 The customer shall specify on the service order an address to which the Company may mail or deliver all notices and other communications, except the customer may designate a separate address to which the Company's bills for service shall be mailed.

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

2.30.3 Notices, other communications and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.31 Service Installation

The Company will meet or exceed the minimum standards established by the Commission for service installation, subject to the availability of facilities and equipment.

A service order for the installation, move, change or rearrangement of a service is considered to be completed when the Company has advised the customer the service is available for use.

SECTION 3
LOCAL EXCHANGE SERVICES

3.1 General

Local Exchange Service provides a customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access directory assistance service by dialing 1-NPA-555-1212;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access the Company's operators and business office for service related assistance;
- (E) access emergency services by dialing 0 or, 9-1-1;
- (F) utilize Telecommunications Relay Service, as needed; and
- (G) access services provided by other common carriers which purchase the Company's Switched Access services, or which maintain other types of traffic exchange arrangements with the Company.

Local Exchange Service consists of an individual line equipped with dual tone multi-frequency signaling and the capability for Caller I.D. blocking on a per call basis.

At a customer's request, Caller I.D. Blocking on a per line basis will be provided with Local Exchange Service at no charge.

LOCAL EXCHANGE SERVICES

3.1 General (Cont'd)

Each Local Exchange Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

Local Exchange Service is available to both business and residential customers.

Geographically-defined Local Calling Areas are associated with each Local Exchange Service provided pursuant to this section. Unless specifically noted otherwise herein, Local Calling Areas are as specified in US West Communications Exchange and Network Service Tariff, in effect and as amended from time-to-time.

A customer may originate calls to all other Local Exchange Service Stations in the same Local Calling Area as that of the customer's at no additional charge. However, calls to caller paid information services such as NPA 900 and similar services do incur an additional charge.

3.2 Service Area

Local Exchange Service is provided by the Company in the service areas coinciding with the Local Exchange Access Areas defined by Incumbent Local Exchange Carriers in maps on file with the Commission, in effect and as amended from time to time.

Areas are served subject to the availability of facilities and equipment.

LOCAL EXCHANGE SERVICES

3.3 Service Classification

Flat Rate Service - Flat Rate Service is Local Exchange Service for which a specified rate is charged and no usage charges apply for outgoing calls completed within the local calling area.

3.4 Directory Assistance (DA)

Customers will be connected to Directory Assistance (DA) for a fee per requested number.

Section 4

.4.0 Additional Installation/Maintenance Charges:

Additional Installation Charges and/or Maintenance Charges apply when the customer requests installation or circuit changes to be effected during non-business hours for the Company or when the customer requests a Company technician at the customer premise for trouble outside the Company's facilities. These charges also apply when the customer requests and the Company agrees to perform other engineering, design or activities which are not provided by the Company as part of its then standard design and installation of customer service.

Normal Business Hours	<u>Per Hour or Fraction Thereof</u>
(8 am to 5 pm Monday - Friday)	\$120.00
After Business Hours	240.00

Section 5 Reserved for Future Use!

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Chief Executive Officer
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SECTION 6
SPECIAL ARRANGEMENTS

6.1 Individual Case Basis (ICB) Arrangements

Arrangements 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 a service 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 non-discriminatory basis.

6.2 Temporary Promotional Programs

The Company will offer, from time to time, temporary promotional programs wherein it may waive or reduce tariffed non-recurring charges, usage or monthly rate, to promote its products or services.

6.3 Special Service Arrangements

SECTION 7
911 SERVICES

7.1 Description

The Company provides 911 Service in compliance with and under the Terms and Conditions of the Enhanced 911 Act, Section 63-9D-1 et. seq., in effect, and as amended from time to time.

911 Service is a communication service whereby one or more Public Safety Answering Points (PSAPs) designated by the 911 customer may receive telephone calls dialed to the telephone number 911. 911 Service includes network facilities necessary for the answering, transferring, and forced disconnect of emergency 911 calls originated by persons within the serving area.

7.2 Definitions

Automatic Location Identification (ALI) - A feature by which the name and address associated with the calling party's telephone number (identified by ANI feature) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Location Identification/Data Management System (ALI/DMS) - A computer data base used to create, store and update the data (e.g., Emergency Service Numbers, addresses, customer names, etc.) required to provide the Selective routing and ALI features.

Automatic Number Identification (ANI) - A feature by which the calling party's telephone number is forwarded to the 911 customer's premises equipment for display.

Diverse Routing - A method of deploying and office facilities using separate systems to provide 911 Service in case of facility or central office equipment failure.

Emergency Service Central Office (ESCO) Code - A code that identifies the originating End Office of a 911 call.

911 SERVICES

7.2 Definitions (Cont'd)

911 Control Office/Tandem - A central office which provides tandem switching of 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing feature and certain maintenance functions for each PSAP.

911 Service Area - The geographic area in which the 911 customer will answer all 911 calls and transfer, relay or dispatch appropriate emergency assistance.

911 Customer - The 911 customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to emergency calls.

911 Transport - Utilization of dedicated point-to-point circuits between an End Office or a Private Branch Exchange (PBX) and a 911 Control Office, a Control Office and a Public Safety Answering Point (PSAP) and/or a PSAP and a Node. 911 Transport is only to be used to transmit a telephone number (Automatic Number Identification Transport), a name and address (Automatic Location Identification Transport) or routing information (Selective Routing Transport) associated with a 911 call.

P .01 Grade of Service - Trunk facility provisioning to ensure that during the average busy hour, no more than 1% of calls into the 911 system will encounter a busy condition.

Private Branch Exchange (PBX) Station - A telephone with a unique identifying number which is connected internally and directly to PBX.

Private Switch/Automatic Location Identification (PS/ALI) - PS/ALI means a service that enables either (1) automatic number identification or (2) automatic number identification and automatic location identification to be provided to a public safety answering point by 911 calls originating from station lines served by a private switch system that are directly accessible to and from the public switched network.

911 SERVICES

7.3 Conditions

Reverse Search of the Automatic Location Identification (ALI) Data Base - A query of the ALI data base initiated at the PSAP to electronically obtain the ALI data associated with a known telephone for purposes of handling an emergency call when that telephone is not directly connected to the PSAP.

7.3.1 This service is limited to the use of 911 as the universal emergency telephone number.

7.3.2 911 Service is furnished to the 911 customer only for the purpose of receiving reports of a public safety nature from the public.

7.3.3 911 Service is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.

7.3.4 The Company does not answer and forward 911 calls, but furnishes the use of its facilities to enable the 911 customer's personnel to respond to such calls.

7.3.5 Reverse Search

(A) A PSAP may make a reverse search of information in the Automatic Location Identification (ALI/DMS) database when, in the judgement of the representative of the PSAP, an immediate response to the location of the caller or to the location of another telephone number reported by the caller is necessary because of an apparent emergency.

(B) A record shall be created by the telecommunications Local Exchange Company (LEC) or in the database that is searched at the time of the reverse search showing the date and time, the number searched, the PSAP, and, if feasible, the PSAP agent position from which the reverse search is initiated.

911 SERVICES

7.3 Conditions (Cont'd)

7.3.5 Reverse Search (Cont'd)

- (C) No reverse search may be made unless the PSAP makes a record of the search and the circumstances requiring the search.
- (D) The PSAP and the LEC shall each disclose, upon inquiring by a customer, whether the customer's line information in the ALI/DMS database has been searched within the three years prior to the inquiry.
- (E) Reverse shall not be used for criminal or legal investigations or other non-emergency purposes.

7.3.6 911 Service is not subject to "temporary suspension," which refers to line service who may have been put on credit hold.

7.3.7 911 information consisting of the names, addresses, and telephone numbers of Company customers whose listings are not published in directories or listed in directory assistance offices is confidential. Should a 911 customer not take the necessary steps to protect this confidential information, the Company has the right to restrict access to such confidential customer information.

7.3.8 The 911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the calling party's location may be furnished in connection with a call to 911.

7.3.9 Default Routing and End Office identification in the form of an Emergency Service Central Office (ESCO) code will be provided in lieu of Selective Routing and Automatic Number Identification (ANI) for 911 systems served from central offices not equipped to transmit ANI. Default Routing tables will be mutually negotiated between the customers and the Company.

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911 SERVICES

7.3 Conditions (Cont'd)

7.3.10 The Company's entire liability to any person for interruption or failure of 911 Service and Private Switch/Automatic Location Identification (PS/ALI) shall be limited to the terms set forth in this schedule.

7.3.11 The Company shall not be liable for civil damages caused by an act or omission of the Company, its employees or agents in the design, maintenance or provision of 911 PS/ALI services.

7.3.12 The 911 Jurisdiction agrees to indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of person or persons, caused or claimed to be caused by the acts or omissions of the 911 Jurisdiction and its operation or use of the 911 Service or Private Switch/Automatic Location Identification.

7.3.13 The 911 customer will make arrangements to relay or transfer all 911 calls that originate from telephones served by central offices in the 911 Service Area whether or not the calling telephone is situated on property within the geographical boundaries of the 911 customer's public safety jurisdiction. The Company will provide the customer with central office boundary identifications and make a good faith effort to notify customers of changes.

7.3.14 Application for 911 Service must be executed in writing by each 911 customer.

7.3.15 The conditions set forth in this tariff shall be consistent with any standard rules that may be adopted by the Arizona Corporation Commission. The Company reserves the right to revise rates if a change is caused by the rules or standards that affects the cost of providing service.

911 SERVICES

7.3 Conditions (Cont'd)

7.3.16 The Selective routing feature is provided, the following conditions define the Company's responsibilities for file management:

- (A) Coordinate with the 911 customer and other telephone companies (that are part of Company-provided system) to establish specific implementation schedules and roles for successful installation.
- (B) Each telephone Company will receive one copy of the Master Street Address Guide (MSAG) file in the medium of their choice on a quarterly basis.
- (C) The timing of any Company initiated MSAG changes impacting the 911 customer or other telephone companies will be negotiated prior to implementation.

7.3.17 When the Automatic Location Identification (ALI) feature is provided, the following conditions define the Company's responsibilities for data base management:

- (A) Coordinate the building and maintenance of the subscriber record (ALI) data base.
- (B) When receiving data from other telephone companies, supply technical support for data transmission problems.
- (C) Establish and implement with the 911 customer the process for ongoing Automatic Number Identification/Automatic Location Identification (ANI/ALI) inquiries. Any ANI/ALI inquiries will be resolved within five business days of receipt.

911 SERVICES

7.3 Conditions (Cont'd)

7.3.17 (Cont'd)

- (D) Provide other telephone companies a copy of their own subscriber records (ALI) data base file once a year for verification. Copies provided by The Company to other telephone Company's may only be used for 911 services.
- (E) The Company will staff the data base operations with trained data base personnel until 5:00 p.m. local time each business day.
- (F) Service order updates will be reflected in the 911 computers within one business day of posting an order completion to the Company's master customer records data base.

7.3.18 The Company shall not be required to provide 911 Service to less than an entire Central Office Serving Area.

7.3.19 The rates charged for 911 Transport Service include normal Public Switched Telephone network monitoring of facilities to discover errors, defects, and malfunctions in the network, but do not include any additional monitoring. If available, at the request of the 911 customer, the Company will provide additional inspection and monitoring of facilities for an additional charge. The 911 customer and the Company shall promptly notify each other in the event the system is not functioning properly.

7.3.20 All 911 customers must purchase facilities to maintain a minimum of P.01 Grade of Service. In all situations, a minimum of two circuits will be required to connect each End Office in the 911 system to the 911 Control Office and/or to the Public Safety Answering Point (PSAP) Serving Central Office.

911 SERVICES

7.3 Conditions (Cont'd)

7.3.21 Where Company facilities permit, the 911 customer can request route diversification and redundancy of any or all interoffice and/or local facility routes. Additional charges for any new construction and provisioning to provide route diversity at the customer's request will be the responsibility of the 911 customer and will be assessed on an individual case basis.

7.3.22 911 Service is offered subject to availability of facilities.

7.3.23 The Company will provide one type of 911 service per central office, either basic or enhanced, but not both.

7.3.24 In a Private Switch Automatic Location Identification Service (PS/ALI) application the Private Branch Exchange owner/operator or Centrex/CENTRON customer must meet the following requirements:

- (A) The PS/ALI customer must indicate in writing that the 911 customer has been contacted and has agreed to any potential changes in calling patterns or volumes resulting from the implementation of PS/ALI.
- (B) The PS/ALI customer shall provide a single point of contact to both the Company and the 911 customer through who will be authorized to address issues of Emergency Service Number assignment or modifications to the Master Street Address Guide made necessary by the PS/ALI customer's implementation.
- (C) Provide full seven-digit Automatic Number Identification (ANI) stations within the PBX. Identification may be for a station nearby the caller's phone to which a return call may be made from the public switched network.

911 SERVICES

7.3 Conditions (Cont'd)

7.3.24 (Cont'd)

- (D) PBX ANI multi frequency signaling must conform to the specifications outlined in Technical Publication 77338. The Company Enhanced 911 for Private Switch/Automatic Location Identification Service network Interface Specification.
- (E) Create, maintain and forward current telephone number and address data in the format specified by the Company's Communications Private/Switch Automatic Location Identification user's Manual at the time intervals mutually agreed upon by the Company and the PS/ALI customer.
- (F) Configure PBX to connect at least two dedicated voice grade trunks, recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to this dedicated trunk group without overflowing calls to any other access facility in the PBX. Each system must maintain a P.01 Grade of Service or better for 911 call processing.
- (G) Develop and implement methods and procedures to prevent the use or misuse of the voice grade trunks for other than 911 telecommunications service. Misuse or abuse of the 911 PS/ALI trunk may result in disconnection of the service.
- (H) Order a minimum of two dedicated 911 trunks to the 911 Control Office (Tandem) for each PBX.

911 SERVICES

7.4 911 Rates

	<u>Installation</u>	<u>Monthly Rate</u>
7.4.1 911 Transport Service Initial Installation and Hardware (Per line) Voice or Data	ICB	ICB
7.4.2 Network Access Channel (per line) 2 Wire		
7.4.3 Channel Performance, Voice Grade, Data Stream		
7.4.4 Transport Mileage, Charges per mile		
7.4.5 Forced Disconnect		
7.4.6 Automatic Number Identification		
7.4.7 Automatic Location Identification (ALI) Per 100 Access Lines		

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SECTION 8
INTEGRATED SERVICES DIGITAL NETWORK

8.1 General

8.1.1 Description

Integrated Services Digital Network (ISDN) is a digital architecture that provides an integrated voice/data capability to the customer premises utilizing the public switched network. ISDN distributes voice, data, video image and facsimile by a Primary Rate Service (PRI). This is an arrangement that conforms to internationally developed, published and recognized standards generated by the International Telecommunications Union (formerly CCITT).

8.1.2 Definitions

The definitions for ISDN architecture are:

B (Bearer) Channel

The B channel carries circuit switched voice and/or data communications and packet switched data communications at speeds up to 64 Kbps, from the customer premises, over the loop facility, to the central office.

D (Delta) Channel

The D channel carries signaling and packet data information, at speeds up to 64 Kbps on PRI, from the customer's premises to the central office. The D channel has both data and signaling functionality and can control up to 479 B channels. It does not have voice capability.

INTEGRATED SERVICES DIGITAL NETWORK

8.1 General

8.1.2 Definitions (Cont'd)

Primary Rate Interface (PRI) Service

Primary Rate Interface (PRI) provides the connection of ISDN compatible CPE to a ISDN - PRI capable central office switch via a 1.544 Mbps digital facility. The twenty-four (24) channels are typically divided into twenty-three (23) "B" Channels plus one (1) "D" Channel. A twenty-four (24) "B" version of this service is also available. Software in the ISDN - PRI equipped central office defines the type of access services that may be carried (e.g., DID, DOD, WATS and 800/888/877 Service) on the 1.544 Mbps digital facility.

Backup D-Channel

Backup D-Channel provides 23 B-channels and a backup D-channel. The backup D-channel is used if the primary D-channel, which provides signaling for multiple PRI channels, fails. All active calls are maintained during the switchover to the backup D-channel

INTEGRATED SERVICES DIGITAL NETWORK

8.1 General (Cont'd)

8.1.3 Terms and Conditions

(A) General

The customer or the customer's authorized agent is responsible for the procurement of customer premises equipment (CPE) for use with ISDN Service and for ensuring compatibility with the Company's ISDN digital switch serving the customer.

The Company will terminate ISDN Service at the Company's network interface at the customer's premises.

Should any changes in customer owned inside wiring (including riser cable) or CPE require the Company to redesign ISDN Service, the customer shall reimburse the Company for all costs incurred by the Company in making such a change. Should ISDN Service fail due to customer-owned inside wiring (including riser cable), CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall have no liability of any kind.

The customer is responsible for placement, installation, operation, maintenance, repair and replacement of all customer-owned inside wire (including riser cable) and CPE that the customer uses in connection with this service. Premises wiring and CPE must be compatible with the Company's ISDN Service.

The Company is not responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provision of ISDN service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the customer.

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INTEGRATED SERVICES DIGITAL NETWORK

8.1 General (Cont'd)

8.1.3 Terms and Conditions (Cont'd)

(A) General (Cont'd)

If an ISDN service interruption, disconnection, error, performance failure, or some other out-of-service condition occurs and lasts for more than 24 consecutive hours after the customer gives the Company notice of such out-of-service condition, an out-of-service credit will be applied to the customer's bill. This credit shall be based on a thirty (30) day month and shall be calculated by dividing the monthly rate for the service affected by thirty (30) days and multiplying the daily rate by the number of days, or major fraction thereof that the service was interrupted. This will be the customer's sole remedy.

No credit applies if an out-of-service condition is caused by the customer or customer-provided facilities or equipment.

(B) Terms and Conditions for PRI Service

The following terms and conditions apply to PRI service:

- (1) PRI service is provided for voice and data.
- (2) PRI service is provided subject to the availability of central office facilities.
- (3) Each PRI service package consists of one service element and non-direct inward dial B-channel. Each PRI service package may be offered through either a Type 1 (On Net) or a Type 2 (Off Net) service transport arrangement. A customer may request more than one PRI per premises.

INTEGRATED SERVICES DIGITAL NETWORK

8.1 General (Cont'd)

8.1.3 Terms and Conditions (Cont'd)

(B) Terms and Conditions for PRI Service (Cont'd)

- (4) Terms, conditions, rates and charges, as described for PRI Service are in addition to the rates and charges for associated services.
- (5) Variations in switching and control equipment used may cause differences in the availability of certain features.
- (6) The Company's service offerings for Local Exchange, Private Line, Collocation and Frame Relay services are available for use in conjunction with PRI Service.
- (7) The PRI customer must subscribe to a minimum of one 23B+D Service arrangement.

8.1.4 Availability

Service is available for ISDN PRI Service only.

INTEGRATED SERVICES DIGITAL NETWORK

8.1 General (Cont'd)

8.1.5 Protection of the Network

The Company has the right and option to check the output of any equipment used in the transmission of signals, to or from the customer premises, for this service. This right and option includes Company provided facilities and equipment or other companies' facilities and equipment used in connection with the provision of ISDN capabilities, such as CPE.

The Company will notify the customer of any deviation from the authorized transmission or specifications established in provision of the service.

Upon notification by the Company that unauthorized transmissions are present due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service may be disconnected by the Company to protect the network. The Company shall not be liable for losses which might be incurred as a result of disconnecting the service and disclaims any and all implied warranties including, without limitations, warranties of merchantability and fitness for a particular purpose. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages including, but not limited to loss, damage, or expense directly or indirectly arising from the customer's use of or inability to use this service or equipment, either separately or in combination with other services or equipment.

INTEGRATED SERVICES DIGITAL NETWORK

8.2 Primary Rate Service Offering

8.2.1 Description

The Primary Rate Interface (PRI) service consists of twenty-four (24) channels typically divided into 23 B-channels and one D-channel, for a total transmission rate of 1.544 Mbps. The "B" Channel carries user information such as voice calls, circuit switched data or video. The D-channel is a 64 Kbps channel that is used to carry the control or signaling information. PRI service is offered in two forms, Inward Data Only PRI Service and Voice and Data PRI Service.

(A) Inward Data Only PRI Service

All B-channels are dedicated to the transmission of inward analog and digital data calls only. Originating calls will be denied. The quantity of telephone numbers associated with Inward Data Only service must be equal to or less than the total number of Inward Data PRI arrangements provided unless the customer subscribes to additional telephone numbers as provided in the DID section of this tariff.

(B) Voice and Data PRI Service

All the B-channels carry user information such as voice calls, circuit switched data or video. Voice and Data PRI service will be provided via one of the service packages defined in paragraph 8.2.3.

INTEGRATED SERVICES DIGITAL NETWORK

8.2 Primary Rate Service Offering (Cont'd)

8.2.2 Service Transport Arrangement

PRI service will be delivered from the Company switch to the customer's premises via DS1 or DS3 transmission facilities. This service is subject to facility and switching equipment limitations. The customer's property may be served by Type 1(On Net) or Type 2 (Off Net) services.

8.2.3 PRI Service Packages

(A) Package 1

This service package provides 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit switched data or video. The D-channel handles signaling information and can control a maximum of 479 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRI facilities.

(B) Package 2

This service package provides for 24 B-channels. The B-channels carry user information such as voice calls, circuit switched data or video. The signaling information is provided by a D-channel on the customer's 23B+D facility. The customer must order a minimum of one (1) 23B+D configuration for every twenty (20) PRI facilities.

(C) Package 3

This service package provides 23 B-channels and a backup D-channel. The backup D-channel is used if the primary D-channel, which provides signaling for multiple PRI channels, fails. All active calls are maintained during the switchover to the backup D-channel.

INTEGRATED SERVICES DIGITAL NETWORK

8.2 Primary Rate Service Offering (Cont'd)

8.2.4 Standard Features

(A) Calling Number Identification

This feature displays the calling party's directory number (including non-published and non-listed) prior to the call being answered.

(B) Calling Number Identification Blocking - All Calls

All outgoing calls are blocked for the PRI Service customer. This feature is provided where technically feasible as determined by the Company.

(C) Direct Inward/Outward Dialing

Allows station users to place or receive calls by-passing the attendant. This feature is not available with Inbound Only Data PRI Service.

(D) Circuit Switched Data

Circuit Switched Data provides the capability of transmitting data over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit switched data call ties up network/system resources for the duration of the call.

(E) Call-By-Call Selection

Call-By-Call Selection enables B channels to be configured to access multiple services on a per-call basis. With this feature, separate facilities are not needed for individual services such as DID, DOD and business dial tone lines. The customer premises equipment signals the local serving central office as to the type of service to access for each call. This feature is provided where technically feasible as determined by the Company.

INTEGRATED SERVICES DIGITAL NETWORK

8.2 Primary Rate Service Offering (Cont'd)

8.2.5 Optional Feature

(A) Reserved for Future Use

(B) Wide Area PRI Service

Wide Area PRI service may be provided when a Inward Data Only PRI customer orders service from a Company switch other than the serving switch designated by the Company. There will be additional charges associated with the transport and termination of the customer's traffic from the remote switch to the customer's collocation site at the serving switch, as specified in the High Speed Digital Private Line Service tariffs of the Company. Wide Area PRI is available where conditions permit.

INTEGRATED SERVICES DIGITAL NETWORK

8.3 Rates and Charges

8.3.1 <u>PRI Inbound Data Only,</u>	Nonrecurring <u>Charge</u>	Monthly Recurring Charge		
		<u>Term</u>		
		One Year	Three Year	Five Year
Package 1, 2 or 3, 1 to 9 packages, per PRI	\$4,800.00	\$2,400.00	\$2,280.00	\$2,160.00
10 to 28 packages, per PRI*	4,800.00	2,280.00	2,164.00	2,052.00
Over 28 packages, per PRI*	4,800.00	2,160.00	2,052.00	1,844.00

8.3.2 <u>Voice and Data PRI,</u>	Nonrecurring <u>Charge</u>	Monthly Recurring Charge		
		<u>Term</u>		
		One Year	Three Year	Five Year
Packages 1, 2 or 3, per PRI	\$4,000.00	\$2,880.00	\$2,736.00	\$2,582.00
DID Trunk Termination per channel	\$84.00	\$84.00	\$84.00	\$84.00

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