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2009 APR -8 P 1:17

AZ CORP COMMISSION
DOCKET CONTROL

April 6, 2009

Docket Control
Arizona Corporation Commission
Telecommunications Division
1200 West Washington
Phoenix, AZ 85007

RE: Staff's First Set of Data Requests to Alliance Global Networks LLC
Docket No. T-20641A-08-0583

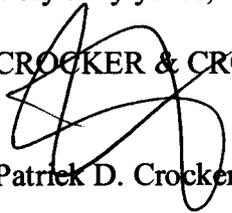
Dear Sir or Madam:

In accordance with Staff Member, Lori Morrison's request, please find an original and thirteen (13) copies of Staff's First Set of Data Requests in the above-referenced docket.

Should you have any questions concerning this filing, please contact the undersigned.

Very truly yours,

CROCKER & CROCKER, P.C.


Patrick D. Crocker

PDC/tld

Arizona Corporation Commission
DOCKETED

APR - 8 2009

DOCKETED BY	
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**ARIZONA CORPORATION COMMISSION
STAFF'S FIRST SET OF DATA REQUESTS TO
ALLIANCE GLOBAL NETWORKS LLC
Docket No. T-20641A-08-0583
January 5, 2009**

LM 1.1 Referencing the Company's application, item A-2., please provide the web address of the Applicant.

The Company's website is under construction.

LM 1.2 Referencing the Company's application, item A-8.2., please indicate the number of years of telecommunications experience for each person listed in A-8.2.

<u>Officer</u>	<u>Title</u>	<u>Years of Experience</u>
Jess DiPasquale	President/CEO	15
Kay Cassidy	Vice President	15
Mary B. O'Keeffe	CFO/Treasurer	6
Stuart Holden	Secretary	24

LM 1.3 Referencing the Company's application, item B-2, the Company provided a financial statement – Attachment C – indicating the information is the balance sheet as of July 31, 2008. To clarify, is the information presented in Attachment C the Company's operating costs from January 1, 2008 – July 31, 2008 and is the information presented audited or unaudited?

The information presented in Attachment C is the Company's operating costs from January 1, 2008 through July 31, 2008 and the information provided is unaudited.

LM 1.4 Referencing the Company's proposed tariff, Original Page No. 9, the definition of Alternative Access, the tariff states, "...except that the provider of the Service is an entity, other than the Local Exchange Carrier..." Does the Company mean Incumbent Local Exchange Carrier when referring to the Local Exchange Carrier in this context?

Yes.

LM 1.5 Referencing the Company's proposed tariff, the term "Local Exchange Carrier" is used many times, such as the instance mentioned above in STF 1.4. Please clarify when this term is used, does the Company mean Incumbent Local Exchange Carrier in every instance this term is used? If not, what does the Company mean by the term "Local Exchange Carrier"?

Yes, Incumbent Local Exchange Carrier.

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LM 1.6 Is there a situation where the Company means Competitive Local Exchange Carrier ("CLEC") when using the term Local Exchange Carrier in the proposed tariff?

No.

LM 1.7 Referencing the Company's proposed tariff, Original Page No. 12, the term Individual Case Basis (ICB) is defined. However, this term is not used in proposed tariff beyond the definition. Please explain why this term is included in this tariff if it is not used.

Please see answer to LM 1.8 below.

LM 1.8 Referencing the Company's proposed tariff, Original Page No. 27, Subsection 2.13.1 describes Special Customer Arrangements that appear to be similar to the definition of ICB. Aside from the **Customer requesting** a special or unique arrangement, isn't the description of "special or unique arrangements which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other Special Services not offered under this Tariff", in essence, the definition of ICB?

Please see Attachment A, tariff pages 7 and 27.

LM 1.9 Referencing the Company's proposed tariff, Original Page No. 6, under the Heading "EXPLANATION OF SYMBOLS", its listed that "(R)" is the symbol "to signify a reduction". Please explain what is being "reduced" as defined by this symbol. Is the Company willing to modify its definition to include a description of what is being reduced?

Please see Attachment B, tariff page 6.

LM 1.10 Referencing the Company's proposed tariff, Original Page No. 13, the term LATA (Local Access and Transport Area) is defined as "(a) geographical area established for the provision and administration of communications Service of a local exchange company." Shouldn't this definition be modified to state "an incumbent local exchange company"?

Yes.

LM 1.11 Referencing the Company's proposed tariff, Original Page No. 13, the term Local Exchange Carrier (LEC) is defined as "(t)he local telephone utility that provides telephone exchange services". Does the Company mean the Incumbent Local Exchange Carrier or a Competitive Local Exchange Carrier?

Incumbent Local Exchange Carrier.

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LM 1.12 Referencing the Company's proposed tariff, Original Page No. 13, the term "Payment Method" is defined as "(t)he manner that the Customer designates as the means of billing charges for Calls using the Company's Service." Isn't it more to point of the definition to state that the payment method is "(t)he manner that the Customer designates as the means of **paying** for **billed** charges for Calls using the Company's Service"?

Please see Attachment C, tariff page 13.

LM 1.13 Referencing the Company's proposed tariff, Original Page No. 14, the term "Primary Route" is defined. However, this term is not used in proposed tariff beyond the definition. Please explain why this term is included in this tariff if it is not used.

Please see Attachment D, tariff page 14.

LM 1.14 Referencing the Company's proposed tariff, Original Page No. 14, the terms "Private Line" and "Private Line Service" are defined. How are private line and private line service different to the extent each needs a separate definition in the tariff for resold long distance service?

The private line refers to the line itself. The Private Line Service refers to the way the company provides for it.

LM 1.15 Referencing the Company's proposed tariff, Original Page No. 14, the term "Route Diversity" is defined. However, this term is not used in proposed tariff beyond the definition. Please explain why this term is included in this tariff if it is not used.

Please see Attachment D, tariff page 14.

LM 1.16 Referencing the Company's proposed tariff, Original Page No. 15, the term "Start of Service Date" is defined as "(t)he Requested Service Date or the date Service first is made available by the Company whichever is later". Are there instances when the start of service date is different than the requested service date? If so, please describe those instances. If not, what is the purpose of this definition in this tariff?

Some customers may set a different date to start service, otherwise service will start when it is subscribed to.

LM 1.17 Referencing the Company's proposed tariff, Original Page No. 15, the term "Two-Way Conversation" is defined. However, this term is not used in proposed tariff beyond the definition. Please explain why this term is included in this tariff if it is not used.

Please see Attachment E, tariff page 15.

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LM 1.18 Referencing the Company's proposed tariff, Original Page No. 16, subparagraph 2.1.3, the features "special routing", "Diversity", and "circuit conditioning" are mentioned but not defined. Please define each feature mentioned in this subparagraph and clarify if Diversity is supposed to refer to the term Routing Diversity as defined on proposed Original Page No. 14 and the subject of STF 1.15.

Special Routing – Switched voice and Voice band data priority communications?

LM 1.19 Referencing the Company's proposed tariff, Original Page No. 17, subparagraph 2.1.8, on the second line, the tariff states "...any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers". Please explain what is meant by "code" as used in this subparagraph.

Please see Attachment F, tariff page 17.

LM 1.20 Referencing the Company's proposed tariff, Original Page No. 18, subparagraph 2.2.7 states, "(w)hen a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge". Of the rates and charges proposed in this tariff, please identify which ones are also listed in the Company's interstate tariff and the applicable rate/charge for each jurisdiction.

None at this time.

LM 1.21 Referencing the Company's proposed tariff, Original Page No. 22, 25, and 26, the term "end user" is used. Please clarify if the "end user" is the same as the term "Customer" and if they are not the same, please explain under what circumstances/situations/events they are different and why.

End user is the same as customer.

LM 1.22 Referencing the Company's proposed tariff, Original Page No. 27, subsection 2.15 is labeled "Bad Check Charges". Isn't "Bad" actually a "Returned" check as notated in item (A-9) (5) of the Commission's CC&N application?

Please see Attachment A.

ATTACHMENT A

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the square root of:
$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/WEEKEND: From 11:01 PM to 8:00 AM Everyday
From 8:01 AM to 11:00 PM Saturday
From 8:01 AM to 5:00 PM Sunday

2.13. Individual Case Basis (ICB)

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.15. Returned Check Charges

2.15.1. The Company charges Customers \$20.00 for checks that are returned.

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ATTACHMENT B

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction or charge decrease
- (T) To signify a change in text but no change in rate or regulation

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ATTACHMENT C

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of paying for billed charges for Calls using the Company's Service.

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ATTACHMENT D

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

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ATTACHMENT E

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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ATTACHMENT F

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- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

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