

TTI National, Inc.  
205 N. Michigan Avenue, Suite 1100  
Chicago, IL 60601  
U-5403-C

California Tariff No. 2  
Original Title Sheet

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**This tariff, California Tariff No. 2, cancels and replaces in its entirety  
the current TTI National, Inc. tariff on file with the Commission.**

Tariff Schedule  
Applicable to  
California Intrastate (InterLATA and IntraLATA)  
Interexchange Telephone Communications  
of  
TTI National, Inc.  
(U-5403-C)

Effective June 1, 2006, TTI National, Inc. (TTI) will no longer offer long distance service to new customers.  
Effective October 20, 2006, customers currently subscribed to TTI long distance service will no longer be able to move, add to, or make changes to their service.

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Advice Letter No. 43

Shannon L. Brown  
Tariff Manager  
205 N. Michigan Avenue, Suite1100  
Chicago, IL 60601

Date Filed: 7/16/08  
Effective Date: 8/15/08  
Resolution Number:

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CHECK SHEET

The Title Sheet and Sheet Nos. 1 through 13 inclusive of this Tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original

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\* New or Revised Sheet

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate long distance telecommunications services by TTI National, Inc. within the State of California which are required to be tariffed. Generally available rates, terms and conditions for services which are not described in this tariff can be found in the unfiled catalog schedule available at [www.mci.com](http://www.mci.com).

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised sheet(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition which may affect rates or charges
- (D) - To signify discontinued material, including listing, rate, rule or condition
- (I) - To signify an increase
- (L) - To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) - To signify new material including listing, rate, rule or condition
- (R) - To signify a reduction
- (T) - To signify change in wording of text but not change in rate, rule or condition
- (P) - To signify material subject to change under a pending application or advice letter; Whenever the "P" designation is no longer valid, the utility shall remove the "P" designation by filing a substitute sheet.

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RATE SCHEDULES

1. Taxes and Surcharges

1.1 Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

1.2 Applicable Taxes

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

CPUC Reimbursement Fee	0.18%
Universal Lifeline Surcharge	0.00%
California Relay Service/D.E.A.F. Surcharge	0.00%
California High Cost Fund-A	0.21%
California High Cost Fund-B	2.2%
California Teleconnect Fund	0.000%
DDTP Surcharge	0.30%
TPIC Surcharge	0.00%

1.3 Emergency Telephone Users Surcharge (911)

A 0.69% surcharge will be applied to the billing for telecommunications services set forth in this tariff, exclusive of federal and local excise taxes, for the purpose of funding Emergency Telephone User Service (911).

2. Other Service Charges

2.1 Re-establishment of Service

Non-Recurring Charge for Re-establishment of Service: \$20.00

3. Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

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RULES

RULE 1 – DEFINITIONS

Access Line: A facility arrangement which connects Customer's location to Carrier's network switching center.

Account Code: A series of digits entered by Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by Customer.

Authorization Code: A numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

Carrier: TTI National, Inc.

Commission: The California Public Utilities Commission.

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

Customer: The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

Day: From 8:00 AM up to but not including 5:00 PM Monday through Friday.

Non-Day: All hours other than those included in the Day period, as indicated above.

Off Peak: The period of time during any given day that begins at 5:01 PM and ends at 7:59 AM. This period is specified to categorize charges for communications usage.

Peak: The period of time during any given day that begins at 8:00 am and ends at 5:00 pm. This period is specified to categorize charges for communications usage.

POP: A point-of-presence of the underlying carrier within the state or LATA.

Service: Any or all service(s) provided by Carrier pursuant to this tariff.

Underlying Carrier: The carrier that furnishes switches and transmission facilities for the carriage of the customer services upon the order of TTI National, Inc.

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RULES (Cont'd)

RULE 2 – DESCRIPTION OF SERVICE

The Company provides interexchange carrier 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California. The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by customers consistent with the terms of this tariff, the rules and regulations of the state of California.

RULE 3 – APPLICATION OF SERVICE

- 3.1 Application for service may be made verbally or in writing. These applications become contracts upon the establishment of service. The Company may also require a signed authorization from the Customer for additions or changes to existing service.
- 3.2 Any change in rates or regulations prescribed by the California Public Utilities Commission automatically modifies the terms and regulations of contracts to the extent of such change.
- 3.3 An application for service cancelled by the customer or by the Company prior to the establishment of service applied for is subject to the provisions of Rule No.11.

RULE 4 – CONTRACTS

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

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

Each such contract or agreement shall contain a provision indicating the understanding of the parties that:

"This contract of agreement shall not become effective until authorization of the Public Utilities Commission of the State of California is first obtained."

RULE 5 – SPECIAL INFORMATION REQUIRED ON CONTRACT FORMS

Each contract for service will contain substantially the following provision:

"This contract shall at all times be subject to such changes or modifications by the California State Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction."

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RULES (Cont'd)

RULE 6 – ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

6.1 Establishment of Credit

Each applicant for service will be required to establish credit, which will be established as follows:

- Applicant's credit is otherwise established to the satisfaction of the Carrier, after completion of the credit application or by other means.
- Applicant makes the deposit prescribed in Rule No. 7.

6.2 Re-establishment of Credit

6.2.1 Any subscriber whose service has been temporarily or permanently discontinued for non-payment of bills will be required to pay any unpaid balance due to the Company and may be required to pay a reconnection charge, if applicable, and to re-establish credit by making the deposit prescribed in Rule 7 before service is again provided.

6.2.2 If service is terminated by the Company or customer, the customer will be responsible for payment of all charges accruing on the customer's account up to the last day of the notification periods described in Rule 9. In the event the Company is unable to disconnect the customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line, but will not be responsible for any minimum usage requirement or monthly recurring charges.

RULE 7 – DEPOSITS

The Company may require a deposit before providing service, or at anytime after service has commenced, upon reasonable prior notice. If the requested deposit is not paid, the Company may immediately terminate service. The deposit will not exceed applicable installation plus minimum usage charges, if any, plus up to two months estimated usage charges.

For the period the deposit is held by the Company, the rate of interest will be the prevailing CD rate at the time the deposit is received. The deposit and accrued interest are refundable at the time of termination of service. The Company, in its sole discretion, may refund the deposit and interest thereon to customer at any time prior to termination, in which event the customer may elect to apply the deposit and interest to future invoices or receive a payment. The Company reserves the right to apply the customer's deposit and accumulated interest against the customer's unpaid balance at any time. The customer's deposit and accrued interest at the rate of 7% will be refundable at the end of twelve (12) months.

Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

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RULES (Cont'd)

RULE 8 – NOTICES

- 8.1 The Company may require a deposit before providing service, or at anytime after service has commenced, upon reasonable prior notice. If the requested deposit is not paid, the Company may immediately terminate service. The deposit will not exceed applicable installation plus minimum usage charges, if any, plus up to two months estimated usage charges.
- 8.2 Written notice must be given upon Termination of Service for non-payment.
- 8.3 Written notice must be given for all major rate increases to a customer's service.

RULE 9 – RENDERING AND PAYMENT OF BILLS

- 9.1 Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 9.2 The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.
- 9.3 A Customer of 800 Service is responsible for payment for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's 800 number by mistake.
- 9.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

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RULES (Cont'd)

RULE 9 – RENDERING AND PAYMENT OF BILLS (Cont'd)

- 9.5 A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls, and "Error File" calls (those which cannot be billed, due to the unavailability of complete billing information to the company) which shall have a five-month backbilling period. In cases of toll fraud, a backbilling period of 1-1/2 years will apply.
- 9.6 The Company will make retroactive billing adjustments for a period not to exceed three years.
- 9.7 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.
- 9.7.1 Applicants or Customers whose credit worthiness is not acceptable to the Company or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.
- 9.7.2 In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be cancelled by the Company upon written notice.
- 9.7.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.
- 9.8 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 9.9 In the event that a check or draft tendered by a Customer is returned, a fee of \$15 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 9.10 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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RULES (Cont'd)

RULE 10 – DISPUTED BILLS

- 10.1 In the case of a dispute between the customer and the Company regarding a bill for services furnished, which cannot be resolved with mutual satisfaction, the customer can make the following arrangement:

That in lieu of paying the disputed amount he may deposit this with the California Public Utilities Commission's Consumer Affairs Branch which can be contacted by writing or calling one of the following locations:

505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-1170  
(415) 703-2032\*  
(800) 649-7570 (toll free)

107 S. Broadway  
Los Angeles, CA 90012  
(213) 897-2975  
(213) 897-0426\*  
(800) 649-7570 (toll free)

\* Provides translation assistance between hearing and/or speech impaired persons.

- 10.2 The undisputed portion of the bill and subsequent bills must be paid in accordance with Rule No. 9 to avoid discontinuance of service.
- 10.3 The Commission will review the claim of the disputed amount, communicate the results of its review to the customer and Company, and make disbursement of the deposited amount.
- 10.4 Failure to make such a deposit within 60 days after the date of the bill may warrant discontinuance of Service without further notice.

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RULES (Cont'd)

RULE 11 – DISCONTINUANCE AND RESORATION OF SERVICES

- 11.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.
- 11.1.1 In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.
- 11.1.2 In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- 11.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- 11.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this tariff or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.
- 11.3 If a Customer of 800 Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. In case of disconnection, the Customer will be notified in writing by fax or U.S. Postal Service in advance of the disconnect.
- 11.4 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.
- 11.5 The discontinuance of service by the Company pursuant to the Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 11.6 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 11.7 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

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RULES (Cont'd)

RULE 11 – DISCONTINUANCE AND RESORATION OF SERVICES (Cont'd)

- 11.8 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 11.9 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is cancelled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.
- 11.10 Emergency Circumstances - The Company will postpone a discontinuance for a period of time not to exceed 21 days if the telephone services is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under care of a physician. Any person who alleges such an emergency shall provide the Company with reasonable evidence of such necessity upon request.

RULE 12 – OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC

- 12.1 The rates to be charged and paid to the Company for specialized communications service will be the rates legally in effect and on file with the Public Utilities Commission of the State of California. Schedules of rates for service in effect in a particular territory will be kept at a point within that territory where they will be available for public inspection during regular business office hours.
- 12.2 In the event of the adoption by the Company of new or optional schedules of rates, the Company will advise those of its subscribers who may be affected, that such new or optional rates are effective.
- 12.3 In the event a subscriber desires service under a schedule other than that applicable to his present service, the rates for the new service will be applied on the effective date of the change.

RULE 13 – TEMPORARY SERVICE

- 13.1 The minimum period for service will be one month for all services, except where a special service is requested.

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RULES (Cont'd)

RULE 14 – CONTINUITY OF SERVICE

14.1 Credit Allowance

- 14.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- 14.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
- 14.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).
- 14.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.
- 14.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment. Only those portions of the service or equipment operation materially interfered with will be credited.

14.2 Outage Credit

- 14.2.1 No credit shall be given for an interruption of less than 2 hours.
- 14.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)
- 14.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

California Tariff No. 2, (End)