

Talk America, LLC
4001 N. Rodney Parham Road
Little Rock, AR 72212
U-5535-C

California Local Tariff
Title Sheet

COMPETITIVE LOCAL CARRIER

**TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE
SERVICES PROVIDED BY
TALK AMERICA, LLC
U-5535-C**

Applying to Local Exchange Telecommunications Services between Points in the State of California and Containing Rates, Rules, and Regulations Governing Service.

All Sections of Talk America's Local Exchange Services Tariff have been withdrawn except for this Title Sheet.

Talk America, LLC concurs in the Competitive Local Exchange Communications Services Tariff of PAETEC Communications, LLC (U-6097-C), effective July 11, 2014.

PAETEC Communications, LLC
4001 N. Rodney Parham Road
Little Rock, AR 72212
U-6097-C

Schedule Cal P.U.C. No. 4

Original Title Sheet

TARIFF SCHEDULE

**APPLYING TO
COMPETITIVE LOCAL EXCHANGE
COMMUNICATIONS SERVICES**

**WITHIN THE
STATE OF CALIFORNIA
BY**

**PAETEC COMMUNICATIONS, LLC
4001 N. Rodney Parham Road
Little Rock, AR 72212**

(U-6097-C)

Advice Letter No. 177
Decision No.

Issued by:
Katherine Hoagland,
Tariff & Pricing Analyst II

Date Filed: May 1, 2017
Date Effective: May 8, 2017
Resolution No.

CHECK SHEET

Current sheets in this tariff are as follows.

An asterisk (*) denotes a revised or new sheet.

<u>Sheet</u>	<u>Revision</u>
Title	Original
1	First Revised*
2	First Revised*
3	Original
4	Original
5	Original
6	Original
7	Original

CONCURRING CARRIERS

Talk America, LLC (CPUC Utility Number U-5535-C)

Windstream NuVox, LLC (CPUC Utility Number U-7214-C)

American Telephone Company LLC (CPUC Utility Number U-7082-C)

(N)

The concurring carriers listed on this page shall be referred to as "Company" hereinafter.

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SECTION 1- Preliminary Statement and Explanation of Symbols

STATEMENT

This tariff contains all effective rates and rules, together with information relating to only the following items provided or assessed by the carriers listed as concurring carriers: 911 Services, certain public interest surcharges imposed on customers, and language regarding customer direct access to or choice of an interexchange carrier.

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose 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 schedule with no change in text, rate, rule or condition.
- (N) To signify new material, including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in wording of text, but not change in rate, rule or condition.

SECTION 2- Service Area

Company's services are furnished to Business customers, within the state of California as a whole for the particular services covered by this tariff, where authorized and subject to the availability of facilities and subject to the terms and conditions of this tariff.

Company concurs in the boundary exchange areas within the state of California as filed by the respective Incumbent Local Exchange Carrier.

SECTION 3- Universal Emergency Telephone Number Service

- a. Service Descriptions and Availability. Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. Collectively, 911 Service and E911 Service are referred to herein as "911 Services"
- b. Governmental Entities and Others Providing 911 service. These 911 Services may be furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. The municipality or government agency(s) responsible for the control and staffing of the emergency report center serving the Customer is referred to as the "Agency."
- i. The Company does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- ii. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. Company will release such information to the Agency periodically for the update of their systems.

SECTION 3- Universal Emergency Telephone Number Service (Continued)

- iii. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.
- c. Charges. The Customer who dials a 911 number will not be charged for the call.
- d. Applicable Terms and Conditions. The Company will abide by all terms and conditions regarding MSAG and the provision of 911 Services required pursuant to the Commission's proceeding in any docket or dockets relating to this matter and with the entity's (county or municipality that is responsible under the laws of the jurisdiction) protocols for 911 service provision.
- e. Privacy. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- f. Multi-Line Telephone System Special Provisions. It is the customer's responsibility to provide, and update if necessary, accurate ANI and ALI sub-address information to the 911 database administrator. Once the customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Utility (or Company) to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Utility (or Company) will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.

SECTION 3- Universal Emergency Telephone Number Service (Continued)

- g. Limitation of Liability. 911 Services are offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not an insurer of persons or property. The subscriber or customer and any other persons who may be affected by a failure of the 911 Services are hereby advised that they should obtain insurance and take all other steps necessary to protect themselves against loss or injury which they may suffer or liability which they may incur as a result of failure of 911 Services.

The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

By dialing 911, Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others dialing from Customer's premises.

SECTION 4- Surcharges

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.

SECTION 5- Customer Access to Interexchange Carriers

Local services provide a customer with a connection to the Company's switching network which enables the customer to access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). To the extent that intra-LATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.