

Tariff Schedule Applicable to
RESALE COMMON CARRIER SERVICE
of
FRONTIER COMMUNICATIONS OF AMERICA, INC.

U – 5429–C

Applying to Intrastate Resale Common Carrier Communications Services Between Points
in the State of California and Containing Rules and Regulations Governing Service.

LIST OF EFFECTIVE SHEETS

<u>Revision Number</u>	Sheet	<u>Revision Number</u>	Sheet
Original		Title	
2nd Revised*		CS A	
2nd Revised*		TOC A	

*** Denotes Change**

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FRONTIER COMMUNICATIONS OF AMERICA, INC.
P.O. Box 340 Elk Grove, CA 95759
U-5429-C

Cal. P.U.C. Schedule No. 2-T
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SCHEDULE AA - PRELIMINARY STATEMENT

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*** Denotes Change**

Advice Letter No. 113A
Decision No. D.07-09-018

Issued By
Jack D. Phillips, Director
Government & External Affairs

Date Filed: 12/23/09
Effective Date: 01/15/10
Resolution No.

SCHEDULE AA - PRELIMINARY STATEMENT

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SCHEDULE AA - PRELIMINARY STATEMENT

GENERAL

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by FRONTIER COMMUNICATIONS OF AMERICA, INC. between locations within the State of California.

Basic and Optional Service Choices for Intrastate End Users

The long distance offerings contained in this tariff are all optional. Customers may choose the long distance company of their choice. The Company does not offer basic access line service or functional equivalents. Each rate plan shown is offered independent of all other rate plans. The long distance services can be added, changed, or canceled at any time by calling the business office at 800-921-8101 for residential customer service and 800-921-8102 for business customer service. Customers may select any of the rate plans listed without subscribing to any other Company service.

The services are described in the Rules Section and the rates are shown in the Rates Section for business or residential customers.

If the customer uses the services and incurs charges, then the Taxes and Surcharges in Section A-10 are mandatory. The following other charges are mandatory if incurred:

	<u>Sheet</u> <u>No.</u>
- Insufficient Funds Special Handling Fee	
- Late Payment Charge	
- Federal Excise Tax	N/A
- Emergency Telephone Users Surcharge (9-1-1 Tax)	N/A

DETARIFFED SERVICE CATALOG

Services formerly tariffed in this schedule and now offered on a detariffed basis pursuant to CPUC Decision No. 07-09-018, are located in the Frontier's Service Catalog, available at the following web site: <http://carrier.frontiercorp.com/crtf/tariffs/> under the folder "Tariffs/Catalog"

EXPLANATION OF SYMBOLS

- (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 increase.
- (L) To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (P) To signify material subject to change under a pending application or advice letter.
- (R) To signify reduction.
- (T) To signify a change in wording of text but not change in rate, rule or conditions.

SCHEDULE AB - SERVICE AREA MAP

LIST OF EFFECTIVE SHEETS

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P.O. Box 340 Elk Grove, CA 95759
U-5429-C

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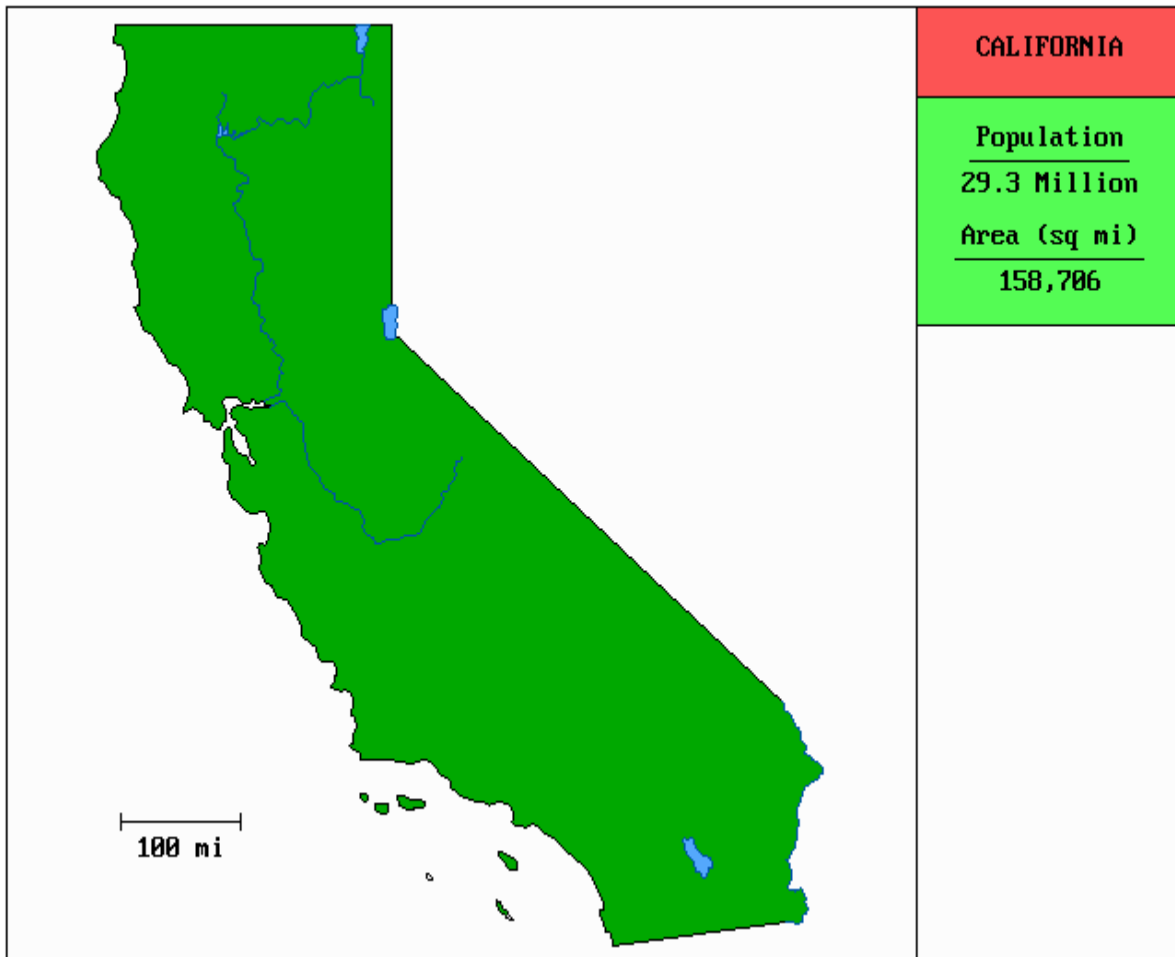
SERVICE AREA MAP

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SCHEDULE AB - SERVICE AREA MAP

The Company provides intrastate resold telecommunications services.

Entire State of California:



SCHEDULE 1 – TAXES AND SURCHARGES

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SCHEDULE 1 – TAXES AND SURCHARGES

1.1 TAXES

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

1.2 CPUC MANDATED PUBLIC PROGRAM SURCHARGES

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates to Intrastate services excluding the following:

1. Universal Lifeline Telephone Service (ULTS) billings;
2. Charges to other certificated carriers for services that are to be resold;
3. Coin sent paid telephone calls (coin in box) and debit card calls;
4. Customer-specified contracts effective before 9/15/94;
5. Usage charges to coin operated pay telephones;
6. Directory advertising; and
7. One-way radio paging.

Refer to the AT&T California's tariffs for the surcharge rates.

1.3 SURCHARGE TO FUND THE PUBLIC UTILITY COMMISSION

APPLICABILITY

This surcharge is for the purpose of funding the Public Utilities Commission and applies to the aggregate amount of customer billings associated with intrastate billings, which appear on the customer's bills.

TERRITORY

Within the exchange areas of all exchanges in the state of California.

RATES

Surcharge - In 1983 the Legislature established the Public Utilities Commission Reimbursement Fee to be paid by Utilities to fund their regulation by the Commission (Public Utilities (PU) Code Section 401-443). The surcharge to recover the cost of that fee is ordered by the Commission under authority granted by PU Code Section 433.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply the CPUC Reimbursement Fee to intrastate services excluding the following:

1. Directory advertising and sales
2. Terminal equipment and sales
3. Inter-utility sales

Refer to AT&T California's tariffs for the surcharge rates.

SCHEDULE 1 – TAXES AND SURCHARGES

1.4 UNIVERSAL LIFELINE TELEPHONE SERVICE SURCHARGE

APPLICABILITY

This surcharge is for the purpose of funding Universal Lifeline Telephone Service and is applicable to all Intrastate end user services except those listed below under exceptions.

TERRITORY

Within the exchange areas of all exchanges in the state of California.

RATES

A surcharge will be applied to all end user telecommunications intrastate services, both within a service area and between service areas. This includes intrastate interLATA toll/WATS/800 services, intrastate intraLATA toll/WATS/800 services, contracts entered into or reviewed after September 16, 1994.

The surcharge applies to all monthly service billed in advance and for all usage billed in arrears. Except as noted below, the surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end-users.

Refer to AT&T California's tariffs for the surcharge rate.

EXCEPTIONS

Schedule No.	Description
Service Catalog, Section 3	Miscellaneous service features (Partial) Customer-Dialed coin sent-paid, coin station service, and coin person-to-person service.
	Taxes and the following surcharges:
1	California High Cost Fund - A Surcharge (P.U.C. Code Section 739.3)
1	Certified Disabled Surcharge (P.U.C. Code Section 2881)
1	California High Cost Fund - B Surcharge
1	California Teleconnect Fund Surcharge

SCHEDULE 1 – TAXES AND SURCHARGES

1.5 CALIFORNIA HIGH COST FUND - A SURCHARGE

APPLICABILITY

This surcharge is for the purpose of funding the California High Cost Fund - A and is applicable to all Intrastate end user services except those listed below under exceptions.

TERRITORY

Within the exchange areas of all exchanges in the state of California.

RATES

A surcharge will be applied to all end user telecommunications intrastate services, both within the service area and between service areas. This includes intrastate interLATA toll/WATS/800 services, intraLATA toll/WATS/800 services, contracts entered into or reviewed after September 16, 1994.

The surcharge applies to all monthly service billed in advance and for all usage billed in arrears. Except as noted below, the surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end users.

Refer to AT&T California's tariffs for the surcharge rate.

EXCEPTIONS

Schedule No. Description

<u>Schedule No.</u>	<u>Description</u>
Service Catalog, Section 3	Miscellaneous service features (Partial) Customer-Dialed coin sent-paid, coin station service, and coin person-to-person service.
	Taxes and the following surcharges:
1	California High Cost Fund - A Surcharge (P.U.C. Code Section 739.3)
1	Certified Disabled Surcharge (P.U.C. Code Section 2881)
1	California High Cost Fund - B Surcharge
1	California Teleconnect Fund Surcharge

SCHEDULE 1 – TAXES AND SURCHARGES

1.6 CALIFORNIA HIGH COST FUND - B SURCHARGE

APPLICABILITY

This surcharge is for the purpose of funding the California High Cost Fund - B and is applicable to all intrastate end user services except those listed below under exceptions.

TERRITORY

Within the exchange areas of all exchanges in the state of California.

RATES

A surcharge will be applied to all end user telecommunications intrastate services, both within the service area and between service areas. This includes intrastate interLATA toll/WATS/800 services, intraLATA toll/WATS/800 services, contracts entered into or reviewed after February 1, 2003.

The surcharge applies to all monthly service billed in advance and for all usage billed in arrears. Except as noted below, the surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end users.

Refer to AT&T California's tariffs for the surcharge rate.

EXCEPTIONS

Schedule No. Description

<u>Schedule No.</u>	<u>Description</u>
Service Catalog, Section 3	Miscellaneous service features (Partial) Customer-Dialed coin sent-paid, coin station service, and coin person-to-person service.
	Taxes and the following surcharges:
1	California High Cost Fund - A Surcharge (P.U.C. Code Section 739.3)
1	Certified Disabled Surcharge (P.U.C. Code Section 2881)
1	California High Cost Fund - B Surcharge
1	California Teleconnect Fund Surcharge

SCHEDULE 1 – TAXES AND SURCHARGES

1.7 CALIFORNIA TELECONNECT FUND SURCHARGE

APPLICIABILITY

This surcharge is for the purpose of funding discount programs for qualifying schools, libraries, municipal and county government hospitals/health clinics and community based organizations and is applicable to all intrastate end user services except those listed below under exceptions.

TERRITORY

Within the exchange areas of all exchanges in the state of California.

RATES

A surcharge will be applied to all end user telecommunications intrastate services, both within the service area and between service areas. This includes intrastate interLATA toll/WATS/800 services, intraLATA toll/WATS/800 services, contracts entered into or reviewed after November, 2001.

The surcharge applies to all monthly service billed in advance and for all usage billed in arrears. Except as noted below, the surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end users.

Refer to AT&T California's tariffs for the surcharge rate.

EXCEPTIONS

Schedule No.	Description
Service Catalog, Section 3	Miscellaneous service features (Partial) Customer-Dialed coin sent-paid, coin station service, and coin person-to-person service.
	Taxes and the following surcharges:
1	California High Cost Fund - A Surcharge (P.U.C. Code Section 739.3)
1	Certified Disabled Surcharge (P.U.C. Code Section 2881)
1	California High Cost Fund - B Surcharge
1	California Teleconnect Fund Surcharge

SCHEDULE 1 – TAXES AND SURCHARGES

1.8 DEAF AND DISABLED TELECOMMUNICATIONS PROGRAM (DDTP) SURCHARGE

APPLICABILITY

This surcharge is for the purpose of funding telecommunications products and services for certified disabled customers and is applicable to all intrastate end user services except those listed below under the exceptions.

TERRITORY

Within the exchange areas of all exchanges in the state of California

RATES

A California Relay Service and Communications Device Fund surcharge will be applied to all end user telecommunications intrastate services, both within the service area and between the service areas. This includes intrastate interLATA toll/WATS/800 services.

The surcharge applies to all monthly service billed in advance and for all usage billed in arrears. Except as noted below, the surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end users.

Resolution No. T-16816 decreases the existing DDTP surcharge and added the TDD Placement Interim Committee (TPIC) surcharge to create a combined surcharge.

This combined surcharge is for the purpose of funding telecommunication products and services for certified disabled customers under the DDTP and the placement of deaf or hearing-impaired telecommunications equipment in public places under the TPIC. This percentage rate surcharge is effective on February 1, 2004 and shall remain in effect until otherwise ordered by the Commission.

Refer to AT&T California's tariffs for the surcharge rate.

EXCEPTIONS

Schedule No.	Description
Service Catalog, Section 2	One-way Radio Paging Service
1	Universal Lifeline Telephone Service (flat rate exchange service, reduced service connection charges, and mileage, if applicable)

SCHEDULE R1 - RULES

LIST OF EFFECTIVE SHEETS

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SCHEDULE R1 - RULES

1. DEFINITIONS

ACCESS LINE: An arrangement that connects a customer location to the Company's switching location.

AUTHORIZATION CODE: A numerical code, one or more of which are assigned to a customer to enable Company to identify use of service on his or her account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his or her account.

BUSINESS CUSTOMER: A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational or other commercial nature.

CHANNEL: Communications path between two or more points.

COMPANY: FRONTIER COMMUNICATIONS OF AMERICA, INC..

CUSTOMER: The person, firm, corporation, or other entity, which orders or uses service and is responsible for the payment of rates and charges and compliance with tariff regulations.

DAY: 8:00 AM to 4:59 PM (Monday through Friday)

EVENING: 5:00 PM to 10:59 PM (Monday through Friday)
5:00 PM to 10:59 PM (Sunday)

FACILITIES: Any cable, equipment or facilities used to provide the service offered under this tariff.

HOLIDAYS: For the following holidays the evening rate period is used:

New Year's Day	Memorial Day
Independence Day	Labor Day
Christmas Day	Thanksgiving Day
Veterans Day	Martin Luther King Day
Presidents Day	Columbus Day

INTRASTATE COMMUNICATIONS: Any communications that originates and terminates within the same state and is subject to the oversight by a state regulatory commission as provided by the laws of that state.

LOCAL ACCESS AND TRANSPORT AREA (LATA): A group of telephone exchanges within which FCC rules allow local exchange carriers to carry toll telephone calls.

SCHEDULE R1 - RULES

1. DEFINITIONS (Continued)

MINIMUM SERVICE PERIOD: Minimum service period is one month (30 days).

NIGHT: 11:00 PM to 7:59 AM (Monday through Friday)
ALL DAY/NIGHT (Saturday)
11:00 PM to 4:59 PM (Sunday)

RESIDENTIAL CUSTOMER: A customer whose use of service is primarily personal and domestic nature.

SERVICE CATALOG: Those documents that contain the standard descriptions, pricing, and other terms and conditions for services offered on a detariffed basis pursuant to D.07-09-018. Also known as the Frontier Communications of America, Inc., Service Catalog.

SERVICE COMPONENT: Service components include access arranged by the Company and Authorization Codes.

SERVICE DATE: The date that billing starts for service or any service component.

TERMINAL EQUIPMENT: Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone and data sets.

SCHEDULE R1 - RULES

2. GENERAL SERVICE DESCRIPTION

The Service offered under this tariff provides Customer access to the Company's switching network to originate and terminate calls within the state of California. A customer may originate a call over the Company's switched network by presubscribing to the Company's service to place calls on a direct dialed ("1+") basis, or on a casual ad hoc basis, by dialing the Company's Carrier Identification Code (CIC).

- (A) Direct Dial Service - Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.
- (B) Toll Free Service - Toll Free Service (8xx) is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With Toll Free Service, the Customer is billed for the call rather than the call originator.

(D)
|
(D)

California Customers have access to the Company's Interstate and International services which are covered under separate tariffs as governed by the rules and regulations of the Federal Communications Commission.

3. APPLICATION FOR SERVICE

Service is installed by arrangement between the Company and the Customer. Customers must presubscribe their equal access telephone line(s) to the Company's designated underlying carrier.

4. TIMING OF CALLS

The customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. When the called party pick up is determined by hardware answer supervision the local phone company sends a signal to the switch utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage on the network. A call is terminated when the calling party hangs up.

SCHEDULE R1 - RULES

5. CALCULATION OF DISTANCE

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and NECA Tariff No. 4.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

6. MINIMUM CALL COMPLETION RATE

A customer can expect a call completion rate of 97% (number of calls completed/number of calls attempted) and not less than 90% during peak use periods for all FGD services ("1+" dialing).

7. ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

The Company reserves the right to examine the credit record and check the references of all applicants and customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order or customer's deposit. These shall not in themselves obligate the Company to provide services, or to continue to provide services, if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company.

SCHEDULE R1 - RULES

8. DEPOSITS AND ADVANCE PAYMENTS

The Company may, in order to safeguard its interests, require an applicant to make a deposit equal to one month's estimated service to be held as a guarantee of the payment of charges. In addition, an existing customer may be required to make a similar deposit or to increase a deposit presently held.

The Utility may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the Utility. A Utility may not require for its own benefit a deposit for services provided by another Utility, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

Failure to provide a social security number shall not be cause for requiring a deposit. In the event of cancellation, the deposit will be applied toward the customer's final bill and any remainder will be returned within 30 days after the service is discontinued. Deposits will be returned after one (1) year if bills were paid on a timely basis.

Each receipt for a deposit collected for the establishment or reestablishment of credit for service will contain the following notation: "The company will refund the deposit in accordance with the following: "

When an application for telephone service has been cancelled prior to the establishment of service, the deposit will be applied to any charge applicable in accordance with tariff schedules and the excess portion of the deposit will be returned, and the applicant will be so advised

Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th of the prior year.

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) month's estimated charges as an advance payment for service.

9. NOTICES

Any notice the Company may give to a customer shall be given in writing to the customer, or to his authorized representative. Written notice will be postage prepaid and addressed to the customer at the billing address for service.

Notice from a customer to the Company may be given orally or written, by the customer, or authorized representative, to any authorized representative of the Company.

Notices required in these Rules shall be in writing by one or a combination of bill inserts, notices printed on bills, or separate notices sent by first class mail. In each case, an electronic notice may be substituted where the customer has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail; and electronic notice is complete upon successful transmission (as defined in Cal. Civil Code § 1633.15(b)). Every notice in whatever form shall be legible and printed in the equivalent of 10-point or larger type.

SCHEDULE R1 - RULES

10. ISSUANCE AND PAYMENT OF BILLS

10.1 Payment of Charges

Payment for service is due upon presentation of the bill. Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

10.2 Collection Charges

In the event the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the highest rate allowed by law.

10.3 Return Check Charge

An Administrative Charge may apply for any customer check returned for insufficient funds or any other reason.

10.4 Late Payment Charges

Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge, of 1.5 percent or \$9.00 (whichever is greater), will be applied to all amounts previously billed under this tariff including arrears and unpaid late payment charges. (l)

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

Late payment charges do not apply to final accounts.

SCHEDULE R1 - RULES

11. DISPUTED BILLS

When a customer and the Company fail to agree on a bill for telephone service and the disputed amount is not paid by the "Due By Date" shown on the bill, the Company will notify the customer in writing:

- (A) That in lieu of paying the disputed amount he may deposit with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, 94102 the amount claimed by the Company to be due.
- (B) That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission.
- (C) That upon receipt of the deposit the Commission will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
- (D) That service will not be discontinued for nonpayment of the disputed amount when deposit has been made with the Commission pending the outcome of the Commission's review.
- (E) That failure of the customer to make such deposit within 15 days after the date upon which notice was given will warrant discontinuance of his service without further notice.
- (F) That, if before completion of the Commission's review, additional bills become due which the customer wishes to dispute, he shall also deposit with the Commission the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of his service in accordance with Schedule Cal. P.U.C. Rule No. 12.
- (G) If the customer complaint concerns interstate or international calling, the customer can write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

Note: The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California Public Utilities Commission consumer protection rules are available online, at www.cpuc.ca.gov.

SCHEDULE R1 - RULES

12. DISCONTINUANCE AND RESTORATION OF SERVICE

Service may be canceled by the Customer by giving notice to the Company up to the day cancellation is requested.

If the Customer orders service requiring special facilities dedicated to the customer's use and then cancels the order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge may be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.

Without incurring liability, the Company may in accordance with the Public Utilities Commission rules and regulations, discontinue service or cancel an application for service by written notice to the customers for nonpayment of any sum due to the Company for more than 30 days after the Company issued the bill for the amount due, or for any violation of any regulation governing the services under this tariff.

12.1 Service Termination Notices

Each termination notice shall include all of the following:

- (1) Utility's name.
- (2) The name and address of the customer, and the telephone number(s) associated with the delinquent account.
- (3) Information sufficient for the customer to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service.
- (4) The time or date by which payment, or arrangement for payment, must be made to avoid termination.
- (5) A toll-free telephone number to reach a Utility service representative who can provide subscriber assistance.
- (6) The telephone number of the Commission's Consumer Affairs Branch where the subscriber may direct inquiries.

If the notice is sent via text message to the device to be terminated, the terminating Utility will be deemed to have complied with this rule.

A service termination notice is not required for termination of a non-tariffed service having reached either a usage or spending limit, prepaid or otherwise, that was arranged with the customer in advance; or the end of a prepaid period of service known to and anticipated by the customer in advance.

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

SCHEDULE R1 - RULES

13. OPTIONAL RATES AND INFORMATION TO BE PROVIDED THE PUBLIC

The rates to be charged by and paid to the Company for telephone service will be the rates legally in effect and on file with the California Public Utilities Commission. Schedules of rates for service in effect in a particular territory will be kept at all times at a point within that territory where they will be available for public inspection during regular business office hours. A notice, indicating the point at which such schedules are available, will be posted in a conspicuous place in each of the Company's offices where patrons receive attention.

In the event of the adoption by the Company of new or optional schedules of rates, the Company will advise those of its customers, who may be affected, that such new or optional rates are effective.

The Utility shall notify all affected customers at least 25 days in advance of every proposed change in its subscribers' tariffed service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The subscriber notice shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed", and shall describe the current and proposed rates, terms or conditions, as appropriate. Where required by D.02 01-038 (or General Order 96-B, when issued), the notice must also describe the reason for the proposed change to a rate or charge and state the impact of the change in dollar and percentage terms.

In the event a customer 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.

14. TEMPORARY SERVICE

Temporary service or service to speculative prospects will be provided if consistent with the best interest of the Company. Rates and conditions for such service will be those published in this tariff schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

15. CONTINUITY OF SERVICE

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.

For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

SCHEDULE R1 - RULES

16. USE OF SERVICE

Service may not be used for any unlawful purpose. The notice and disconnection requirements defined in the Utility's tariff do not apply where the customer's acts or omissions demonstrate an intention to defraud the Utility or threaten the integrity or security of the utility's operations or facilities

Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariff, for determining who is authorized to use its services, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear).

17. LIMITATIONS OF SERVICE

In furnishing service and facilities, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would adversely affect the Company's plant, property, or service.

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

The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the customer is using the service in violation of the provisions of this tariff, the rules and regulations of the Public Utilities Commission or in violation of the law.

SCHEDULE R1 - RULES

18. LIABILITY OF THE COMPANY

The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by the Company under this tariff; or for any or act omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

The Company shall not be liable for any defacement of or damages to the premises of a customer, resulting from the furnishing of service, which is not the result of the Company's negligence.

The customer shall indemnify and hold the Company harmless against any claim or loss, expense or damage for any interruption, delay error, omission, or defect in any service, facility or transmission provided under this tariff.

19. RESPONSIBILITIES OF THE CUSTOMER

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

SCHEDULE R1 - RULES

20. INTERCONNECTION

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the customer's expense.

21. COMPETITIVE PROMOTIONAL OFFERINGS

21.3 Reserved For Future Use

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21.4 Residential Introductory Offer

Residential subscribers, who elect to presubscribe to Citizens' long distance service, may receive a ten dollar (\$10.00) or a twenty dollar (\$20.00) credit toward their long distance bill. The subscriber will receive the credit on their first or second billing invoice. If the credit exceeds the usage level in the first month the remainder will be applied to subsequent billing invoices until the credit has been exhausted. The credit will not be redeemable for cash. PIC change charges will be waived for Customers who select this promotion. This offer will remain in effect indefinitely, unless sooner changed or canceled by a subsequent tariff filing.

21.5 Business Winback Offer

Business subscribers, who elect to presubscribe to Citizens' long distance service, may receive a twenty five dollar (\$25.00) credit toward their long distance bill. The subscriber will receive the credit on their third billing invoice. If the credit exceeds the usage level in the third month the remainder will be applied to subsequent billing invoices until the credit has been exhausted. The credit will not be redeemable for cash. PIC change charges will be waived for Customers who select this promotion. This offer will remain in effect indefinitely, unless sooner changed or canceled by a subsequent tariff filing.

SCHEDULE R1 - RULES

21. COMPETITIVE PROMOTIONAL OFFERINGS (Continued)

21.6 Business Introductory Offer

Business customers who presubscribe to Citizens' long distance network may receive their sixth month of consecutive service free. Business Customers may earn a credit of up to seventy-five dollars (\$75.00) based on usage to be applied to their sixth month of service. If the credit exceeds the usage level in the sixth month the Customer will receive a credit equal to the usage level in the sixth month. If the usage level in the sixth month exceeds seventy-five dollars (\$75.00) the Customer will be required to pay the difference. The credit will not be redeemable for cash. PIC change charges will be waived for Customers who select this promotion. This offer will remain in effect indefinitely, unless sooner changed or canceled by a subsequent tariff filing.

21.7 Consumer Toll Free Promotion - Non-Recurring Charge Waiver Option

The Company is waiving the primary service order initial non-recurring charge and monthly recurring charge associated with the following service:

RESIDENTIAL TOLL FREE 8XX NUMBERS

This waiver will be in effect from October 6, 2000 until December 20, 2000 for all California exchanges.

21.8 Frontier Unlimited CA

Residential Customers who subscribe to Frontier UnlimitedCA, Frontier UnlimitedCA of Golden State, Frontier UnlimitedCA of Golden State X1 or Frontier UnlimitedCA of Tuolumne who commit to a one, two or three year term will be given a \$10.00 credit per month for the length of the contract. If the customer terminates the service before the end of the term of the contract a termination fee of up to \$200.00 will be applied.