

INTRALATA WHOLESALE SERVICE

This tariff cancels PACIFIC BELL
Tariff F.C.C. No. 131.

REGULATIONS AND SCHEDULES OF CHARGES

Applying to interstate service between points

WITHIN THE LATAs

Of Pacific Bell Telephone Company

to which IntraLATA Wholesale Service is available.

Services are provided by means of wire, fiber optics, radio or any other
suitable technology or a combination thereof.

The original effective date of Pacific Bell Tariff No. 131 is October 26, 1999.

This tariff is issued under authority of Special Permission No. 00-028 of the FCC

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CHECK SHEET

Title Page 1 and pages 1 to 5-2 inclusive in this tariff are effective as of date shown. Original pages as named below contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revisions Except as Indicated
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*New or Revised Page

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

SERVICE MARKS

NO SERVICE MARKS

REGISTERED SERVICE MARKS

NO REGISTERED SERVICE MARKS

OTHER COMPANIES' REGISTERED SERVICE MARKS

NO OTHER COMPANIES' REGISTERED SERVICE MARKS

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increase
- (M) To signify material relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (S) To signify reissue material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

EXPLANATION OF ABBREVIATIONS

- CABS Customer Access Billing System
- CIC Carrier Identification Code
- IECC Interexchange Carrier Center
- IC Interexchange Carrier
- IWS IntraLATA Wholesale Service
- LATA Local Access and Transport Area
- PB Pacific Bell Telephone Company
- PIC2 Presubscribed Interexchange Carrier 2

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REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

REFERENCE TO PUBLICATIONS

There are no other publications referenced in this tariff.

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INTRALATA WHOLESAL SERVICE

1. Application of Tariff

- 1.1 This tariff contains the regulations, rates and charges applicable to the provision of IntraLATA Wholesale Service (IWS) between two states where a local access and transport area (LATA) covers more than one state and is provided to customers with a valid Carrier Identification Code (CIC) and that can be identified in a PIC2 environment. IWS offers customers the ability to utilize the Telephone Company's network to provide 1+ interstate intraLATA originating and terminating toll calls for the customer's end users.

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2. DefinitionsCall

Denotes an attempt for which the complete destination code or a Carrier Access Code (e.g., 950-XXXX, 101XXXX#, 0 or 00) is provided in the originating direction or a complete destination code is provided in the terminating direction.

Carrier Identification Code (CIC)

Denotes the numeric code that is assigned by the North American Numbering Plan Association (NANPA) to interexchange carriers for the provisioning of (FGB) and/or (FGD) trunk side Access Service. The four digit numeric code uniquely identifies the IC.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation or government entity or any other entity which subscribes to the services offered under this tariff.

End User

Denotes any customer of an intrastate or interstate carrier, or foreign telecommunications service that is not a carrier, except that a carrier other than a Local Exchange Carrier (LEC) shall be deemed to be an "end user" to the extent that such carrier uses a telecommunication service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

Denotes a unit, generally smaller than a local access and transport area (LATA), established by the Telephone Company for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Interexchange Carrier (IC)

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

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2. Definitions (Cont'd)Interstate IntraLATA Telecommunications

Applies to service between points in different states that are in the same LATA.

IntraLATA Service

Applies to service between points that are in the same LATA.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Message

Denotes a "call" as defined preceding.

North American Numbering Plan (NANP)

Denotes a three-digit Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Presubscribed Interexchange Carrier 2 (PIC2)

Denotes an arrangement whereby a customer of the Telephone Company has designated an IC to complete its 1+ and 0+ intraLATA toll calls. This is referred to as a Local Presubscribed Interexchange Carrier (LPIC) for intraLATA toll calls.

The Telephone Company

Refers to Pacific Bell Telephone Company.

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3. General Regulations3.1 Scope

- A. The Telephone Company does not undertake to transmit messages but furnishes the use of its service to its customers for telecommunications.
- B. The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- C. Facilities utilized by the Telephone Company to provide service under the provision of this tariff shall remain the property of the Telephone Company.

3.2 Availability of Service

Service is furnished subject to the availability of the service components required. The Telephone Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3 Limitations Due to Emergency Conditions

The Telephone Company reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

3.4 Liability

- A. The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with any aspect of the provision of service and subject to the provisions of 3.4 (B) through 3.4 (E), following, the Telephone Company's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- B. The customer shall indemnify and save the Telephone Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of the Telephone Company, and against all other claims arising out of any act or omission of the customer in connection with service provided by the Telephone Company.

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3. General Regulations (Cont'd)3.4 Liability (Cont'd)

- C. No customer participating in this service shall be liable for any act or omission of any other customer also participating in the service.
- D. The Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company (except to the extent a contributing cause is the malfunctioning of a Telephone Company-provided connecting arrangement).
- E. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

3.5 Abuse and Fraudulent Use

- A. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

The use of the services of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- B. The obtaining, or attempting to obtain or assisting to obtain or to attempt to obtain, IntraLATA service, by rearranging, tampering with, or making connection with any service components of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- C. The use of service of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;
- D. The use of profane or obscene language;
- E. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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3. General Regulations (Cont'd)3.6 Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

3.7 Payment for Service

The customer is responsible for payment of all charges for services furnished under this tariff.

3.8 Termination of Service for Cause

Upon nonpayment of any sum due the Telephone Company, or upon a violation of any of the conditions governing the furnishing of service, the Telephone Company may by notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of said service until payment in full has been received.

3.9 Advance Payments

Applicants for IWS, whose financial responsibility is not a matter of general knowledge or who are not connected in a substantial way with a firm, corporation or other concern of established credit, may be required to make an advance payment of at least one month's estimated charges.

3.10 Deposits

The Telephone Company may, in order to safeguard its interests, require the customer to deposit a sum up to an amount equal to twice the estimated average monthly charge for IWS offered herein; such deposit to be held by the Telephone Company as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the service is terminated, the amount of the deposit shall be credited to the customer's account and any credit balance that may remain shall be refunded. At the option of the Telephone Company such a deposit may be refunded or credited to the customer at any time prior to termination of the service.

For the period the deposit is held by the Telephone Company, the customer will receive simple interest that has been established by the appropriate tariff within the state.

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4. Service Description4.1 General

- A. IntraLATA Wholesale Service (IWS) provides customers the ability to utilize the Telephone Company's network to transmit 1+ Interstate IntraLATA originating and terminating toll calls for the customer's end users.
- B. The IWS per minute of use rate is assessed per originating minute of use for network facilities and unrated toll record. The IWS Service Order Charge will be applied to each IWS service order processed.

4.2 Provisioning

Customers must have a valid CIC to route all 1+ interstate IntraLATA toll traffic including their casual dialed IntraLATA toll calls (101XXXX+1) over the Telephone Company's existing network excluding Foreign and Home Numbering Plan Area (F/HNPA) 555-1212 IntraLATA, HNPA 555-1212 interLATA and Coin service (1+ Coin Service will not work without Exchange Access Operator Services Signaling and coin control signaling provided by the customer's provider of choice).

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4. Service Description (Cont'd)4.3 Ordering

- A. An IWS Order is required when a customer initially orders IWS or when ordering modifications to existing IWS services. Depending upon the services, facilities or service interval dates requested, one or more IWS orders may be required to provide the customer with IWS service.
- B. Orders for IWS must contain a CIC and be placed at the tandem level. IWS customers may designate end offices in which they want IWS provisioned. The IWS customer must provide the following information:
- Desired Due Date
 - Area of service
 1. Tandem with all the Telephone Company's subtending offices
 - or
 2. Tandem with designated Telephone Company offices.
 - Technical Contact (Name and Telephone Number)
 - Billing Contact (Name and Telephone Number)
 - CIC
 - A request to either block their 1+ coin and 0+ or service class routed from the PIC2 carrier to their provider of choice
 - A request to have Home NPA 555-1212 IntraLATA routed to their provider of choice. Foreign NPA 555-1212 InterLATA will be routed to the customers Presubscribed Interexchange Carrier
- C. The ordering of end to end testing is requested and performed by the IWS customer. End to end testing begins when the Telephone Company issues an order which results in a Customer Access Billing System (CABS) test bill being processed and issued to the customer.
- D. The IWS customer must forward trouble reports to the Interexchange Carrier Center (IECC) to which the customer has been assigned. The IECC will use the existing procedures to handle the call.

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5. Rate Regulations

This section contains the specific regulations governing the rates and charges that apply to IWS.

5.1 Rate Elements

A. IWS Rate per Minute of Use

IWS per minute of use rate provides for the use of the Telephone Company's network facilities and unrated toll record and is applied to each originating minute of use measured.

B. IWS Service Order Charge

The IWS Service Order Charge is a nonrecurring charge which applies to each IWS order Processed.

5.2 Rates and Charges

		Rate per Originating <u>Minute of Use</u>
A.	IWS Rate	\$.040
		Nonrecurring <u>Charge</u>
		Charge per Order/Request
B.	IWS Service Order Charge	\$47.00

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