

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303

Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 1

Canceling _____ Cal PUC Sheet No. ____

TITLE SHEET

Tariff Schedule

Applicable to

Interexchange Telephone Communications

of

WHOLESALE CARRIER SERVICES, INC.

U-6644-C

Advice Letter No. 1 Issued By Chris S. Barton Date Filed: April 3, 2002
Decision No. 02-03-030 President Effective: April 4, 2002

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303

Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 2

Canceling _____ Cal PUC Sheet No. ____

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

1st Revised Cal PUC Sheet No. 3
Canceling Orig. Cal PUC Sheet No. 3

CHECK SHEET

Current sheets in this tariff are as follows:

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	1 st Revised*
4	1 st Revised*
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
28.1	Original*
28.2	Original*
28.3	Original*
28.4	Original*
28.5	Original*
28.6	Original*
28.7	Original*
28.8	Original*
28.9	Original*
28.10	Original*
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original

* New or Revised Sheet

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TABLE OF CONTENTS

	Page	
Title Sheet.....	1	
Concurring, Connecting or Other Participating Carriers...	2	
Check Sheet.....	3	
Table of Contents.....	4	
Tariff Format.....	5	
Preliminary Statement and Symbols.....	6	
Service Area Map.....	7	
Applicability, Territory, and Taxes and Surcharges.....	8	
Section 1- Rates.....	9	
Section 2 - Rules.....	12	
1 Definitions.....	12	
2 Description of Service.....	13	
3 Application for Service.....	17	
4 Contracts.....	17	
5 Special Information Required on Forms.....	17	
6 Establishment and Reestablishment of Credit.....	19	
7 Deposits and Advance Payments.....	19	
8 Notices.....	20	
9 Rendering and Payment of Bills.....	20	
10 Disputed Bills.....	23	
11 Discontinuance and Restoration of Service.....	25	
12 Information to be Provided to the Public.....	26	
13 Temporary Service.....	27	
14 Continuity of Service.....	27	
15 Employee Service.....	27	
16 Limitation of Liability.....	27	
17 Discounts on Advanced Services.....	28.1	(N)
18 California Teleconnect Fund Surcharge.....	28.9	(N)
Section 3 - General Regulations.....	29	
3.1 Undertaking of the Company.....	29	
3.2 Use of Services.....	30	
3.3 Responsibilities of the Customer.....	31	
3.4 Credit Allowance.....	33	
3.5 Collection Costs.....	34	
3.6 Reconnection Charge.....	34	

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 5
Canceling _____ Cal PUC Sheet No. ____

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued By

Advice Letter No. 1
Decision No. 02-03-030

Chris S. Barton
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Date Filed: April 3, 2002
Effective: April 4, 2002

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303

Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 6

Canceling _____ Cal PUC Sheet No. ____

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable, to Wholesale Carrier Services, Inc..

Wholesale Carrier Services, Inc. provides interexchange carrier, 24 hour interLATA and intraLATA intrastate long distance telephone services between points in California.

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, whether major or minor.
- (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 change in wording of text but not change in rate, rule or condition.

Issued By

Advice Letter No. 1

Decision No. 02-03-030

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Effective: April 4, 2002

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303

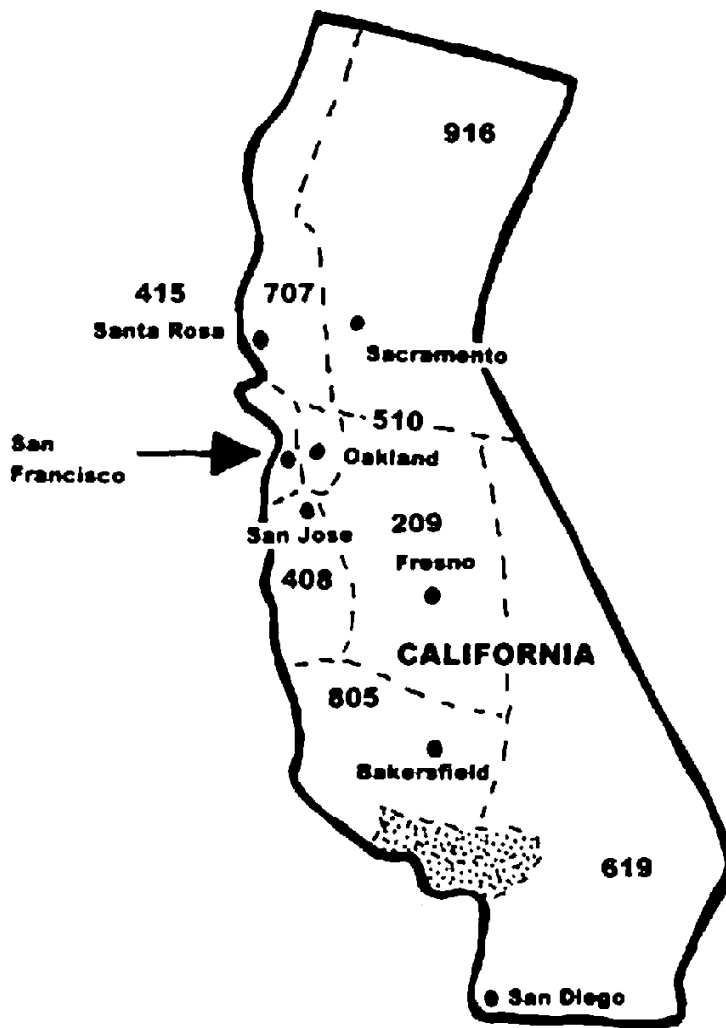
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 7

Canceling _____ Cal PUC Sheet No. _____

SERVICE AREA MAP

Wholesale Carrier Services, Inc. has been granted authority by the Commission to provide interLATA and intraLATA service within the State of California.



Advice Letter No. 1
Decision No. 02-03-030

Issued By
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7200 W. Camino Real, Suite 303

Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 8

Canceling _____ Cal PUC Sheet No. ____

APPLICABILITY

This tariff is applicable to monthly long distance (interLATA) service, and/or intraLATA toll services within the State of California.

TERRITORY

The Company renders both interLATA and intraLATA toll service throughout the territory it serves and as shown in its tariff schedules.

TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's service, certain federal, state and local surcharges, taxes and fees will be applied (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) and billed as separate line items and are not included in the quoted rates. 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 fees ordered by the Commission and set forth below:

CPUC Reimbursement Fee (PUCURA)	0.11%
Universal Lifeline Surcharge (ULTS)	0.80%
Cal. Relay & Communications Device Fund	0.481%
Cal. High Cost Fund A Surcharge (CHCF-A)	0.00%
Cal. High Cost Fund B Surcharge (CHCF-B)	2.60%
Cal. Teleconnect Fund Surcharge	0.185%

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 9
Canceling _____ Cal PUC Sheet No. ____

SECTION 1 - RATES

1.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies.
Billed in one minute increments

1.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments

1.3 800 Service (Toll Free)

\$0.15 per minute

A \$10 per month per number service charge applies.

Billed in one minute increments

1.4 Prepaid Calling Cards

Program

A	\$.015	Per Telecom Unit
B	\$.019	Per Telecom Unit
C	\$.025	Per Telecom Unit
D	\$.029	Per Telecom Unit
E	\$.032	Per Telecom Unit
F	\$.035	Per Telecom Unit
G	\$.039	Per Telecom Unit
H	\$.049	Per Telecom Unit
I	\$.05	Per Telecom Unit
J	\$.059	Per Telecom Unit
K	\$.06	Per Telecom Unit
L	\$.08	Per Telecom Unit
M	\$.09	Per Telecom Unit
N	\$.10	Per Telecom Unit
O	\$.11	Per Telecom Unit
P	\$.12	Per Telecom Unit
Q	\$.13	Per Telecom Unit
R	\$.14	Per Telecom Unit
S	\$.15	Per Telecom Unit

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 10
Canceling _____ Cal PUC Sheet No. ____

T	\$.19	Per Telecom Unit
U	\$.20	Per Telecom Unit
V	\$.25	Per Telecom Unit
W	\$.29	Per Telecom Unit
X	\$.30	Per Telecom Unit
Y	\$.33	Per Telecom Unit
Z	\$.35	Per Telecom Unit
AA	\$.39	Per Telecom Unit
BB	\$.40	Per Telecom Unit
CC	\$.50	Per Telecom Unit
DD	\$.005	Per Telecom Unit
EE	\$.01	Per Telecom Unit
FF	\$.07	Per Telecom Unit

A \$.99 per call service charge applies.

A one-time maintenance fee of \$1.00 applies after the 1st call.

1.5 Directory Assistance

\$.95

1.6 Returned Check Charge

\$25.00

Advice Letter No. 1	Chris S. Barton	Date Filed: April 3, 2002
Decision No. 02-03-030	President	Effective: April 4, 2002

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7200 W. Camino Real, Suite 303
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Orig. Cal PUC Sheet No. 11
Canceling _____ Cal PUC Sheet No. ____

1.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

1.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.50 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

1.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

Advice Letter No. 1
Decision No. 02-03-030

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7200 W. Camino Real, Suite 303
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Orig. Cal PUC Sheet No. 12

Canceling _____ Cal PUC Sheet No. ____

SECTION 2 - RULES

Rule 1 - Definitions

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Wholesale Carrier Services, Inc. to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the California Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of Wholesale Carrier Services, Inc. or purchases a Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or WCS - Used throughout this tariff to mean Wholesale Carrier Services, Inc., a Florida Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Minor Rate Increase - A rate increase which (i) represents less than a 1% increase of the Company's total California intrastate revenue compared to the rates and transactions in effect over the most recently completed fiscal year of the Company; and (ii) is less than 5% of the rate for the affected service. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service would not be a minor rate increase, then any rate increase that would otherwise be a minor rate increase shall be deemed a major rate increase.

Issued By

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Orig. Cal PUC Sheet No. 13

Canceling _____ Cal PUC Sheet No. ____

Major Rate Increase - Any rate increase that is not a Minor Rate Increase as defined above.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Rule 2 - Description of Service

The Company provides interexchange carrier 24-hour InterLATA intrastate services between points in California. In addition, the Company provides intraLATA toll service. The following is a description of each service offering.

	Issued By	
Advice Letter No. 1	Chris S. Barton	Date Filed: April 3, 2002
Decision No. 02-03-030	President	Effective: April 4, 2002

2.1 1+ and 101XXXX Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

2.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

2.3 Toll Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

2.4 Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. The Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card. All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

Issued By

Advice Letter No. 1

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Decision No. 02-03-030

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 15

Canceling _____ Cal PUC Sheet No. _____

When the balance is depleted, the Customer can call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

Issued By

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7200 W. Camino Real, Suite 303
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Orig. Cal PUC Sheet No. 16

Canceling _____ Cal PUC Sheet No. ____

2.5 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

2.6 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments

2.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

2.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations subject to Commission General Order No. 96-A.

Issued By

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Decision No. 02-03-030

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 17

Canceling _____ Cal PUC Sheet No. ____

Rule 3 - Customer Application for Service

The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company that fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

Rule 4 - Contracts or Agreements

None

Rule 5 - Special Information Required on Forms

Customer Bills

Whether the customer is billed directly by the IEC, through a billing agent, or through a local exchange company or competitive local carrier, the name of the Exempt IEC that provides service to the customer shall be identified on each bill prominently. The only other telephone corporation that may be identified on the bill is the local exchange carrier or competitive local carrier that provides service to the customer or the facilities based LEC that provides service to the Exempt IEC, in which case the names, logotypes or other identifying marks must be less prominent than those of the Exempt IEC and it must be stated that the Exempt IEC is the customer's long-distance telephone company. Each bill must prominently display a toll-free number for service or billing inquiries, along with an address where the customer may write. Each bill for telephone service will contain notations concerning the following areas:

Issued By

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Decision No. 02-03-030

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7200 W. Camino Real, Suite 303
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Orig. Cal PUC Sheet No. 18

Canceling _____ Cal PUC Sheet No. ____

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) In addition to the above, each bill rendered to a California billing address shall include the following statement:

"This bill is due now and payable; it becomes subject to a late payment charge if not paid within 15 days calendar days of presentation date. Should you question this bill, please request an explanation from [name of Exempt IEC].

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Services Division, 505 Van Ness Avenue, San Francisco, CA 94102, or 107 South Broadway, Room 5109, Los Angeles, CA 90012. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Exempt IEC pending the outcome of the Commission's Consumer Services Division review. The Consumer Services Division shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

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7200 W. Camino Real, Suite 303
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Orig. Cal PUC Sheet No. 19

Canceling _____ Cal PUC Sheet No. _____

Rule 6 - Establishment and Reestablishment 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 a Customer's deposit, if required.

The service application and the deposit shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company.

If service is denied, Customer deposits will be returned immediately. In order to reestablish credit, all prior invoices must be paid in full and the Company must be satisfied that the Customer is credit worthy.

Rule 7 - Deposits and Advance Payments

The Company does not require a deposit as a requirement to begin service, but reserves the right to require a deposit not to exceed two (2) month's estimated, or if known, two (2) month's historical charges for service, whenever the financial circumstances of the Customer so warrant. The Company will compute simple interest on deposits at the rate of seven/twelfths percent per month (7% per year) for each full month held, except that no interest will be paid if a deposit is held less than a full month. Such interest will be paid at the time that the deposit is returned. The Company shall return any deposits required, plus the applicable 7% simple interest, after one year of consistent timely payments by the Customer. The full amount of the deposit shall be applied to any charges unpaid after thirty (30) days from the invoice date. In the event of cancellation, the deposit will be applied toward the Customer's final bill and any remainder will be returned within thirty (30) days after the service is discontinued. The Company reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

Issued By

Advice Letter No. 1
Decision No. 02-03-030

Chris S. Barton
President

Date Filed: April 3, 2002
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Rule 8 - Notices

Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company.

Except for cancellation of service or as otherwise provide by these rules, any notice from any Customer may be given by the Customer or any authorized representative to the Company's business office orally or by written notice mailed to the Company's business office.

Rule 9 - Rendering and Payment of Bills

9.1 Service is provided and billed on a monthly basis. The billing date is dependent on the billing cycle assigned to the customer. Usage charges are billed in arrears, and recurring fixed charges, if any, are billed monthly in advance. Billing is payable upon receipt. A late fee of 1.5% per month will accrue upon any unpaid amount commencing 30 days after rendition of bills.

9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 21

Canceling _____ Cal PUC Sheet No. ____

- 9.4 Bills are rendered by the Company. Customers may pay bills in person at the business office of the Company. All charges for service are payable only in United States currency. Payment may be made by cash, check, cashier's checks, or money orders, or other methods of payment in its discretion. When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.
- 9.5 A bill shall not include any previously unbilled charge for service furnished prior to the 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 that cannot be billed due to the unavailability of complete billing information to the Company) which shall have a 5-month backbilling period. In cases of fraud, a backbilling period of no more than 18 months will apply.
- 9.6 The Company is not responsible for local telephone charges incurred by the Customer in gaining access to the Company's network.
- 9.7 A fee of \$25 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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President

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WHOLESALE CARRIER SERVICES, INC.

**7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

Orig. Cal PUC Sheet No. 22

Canceling _____ Cal PUC Sheet No. ____

- 9.8 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and/or time of day of the call. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 9.9 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to the V&H Coordinate table contained in AT&T's FCC Tariff No. 10 which is incorporated herein by reference.
- 9.10 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 23

Canceling _____ Cal PUC Sheet No. ____

9.11 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

Rule 10 - Disputed Bills

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433
(888) 280-4927

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within 60 days of the disputed bill's billing date.

- 10.1 First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).
- 10.2 Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the customer may appeal to the CPUC's Consumer Affairs Branch for its investigation and decision.
- 10.3 To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC.

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Advice Letter No. 1
Decision No. 02-03-030

Chris S. Barton
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WHOLESALE CARRIER SERVICES, INC.

**7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

Orig. Cal PUC Sheet No. 24

Canceling _____ Cal PUC Sheet No. _____

10.4 The CPUC will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company, and make disbursement of the deposited amount.

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent the Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full. For disputes between the Company and the Customer, the Customer can contact the Commission. The addresses and telephone numbers of the Commission's Consumer Affairs Branch are:

Consumer Affairs Branch or	Consumer Affairs Branch
505 Van Ness Avenue	107 S. Broadway
San Francisco, CA 94102	Los Angeles, CA 90012
1-800-649-7570 (toll free)	1-800-649-7570 (toll free)
1-415-703-1170	1-213-897-2975
1-415-703-2032 (TDD)	1-213-897-0426 (TDD)

The Company shall remit any overpayment to customers under the following circumstances: (1) through the Company's normal internal auditing practices, the Company discovers the overpayment; and (2) the Customer submits a written claim, which with substantiating evidence supplied by the Customer, subject to the provisions of Rule 16 herein, the Company is able to verify.

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**Advice Letter No. 1
Decision No. 02-03-030**

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**Date Filed: April 3, 2002
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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 25

Canceling _____ Cal PUC Sheet No. ____

Rule 11 - Discontinuance and Restoration of Service

11.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

11.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

11.B For violation of any of the provisions of this tariff,

11.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

11.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

11.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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Advice Letter No. 1
Decision No. 02-03-030

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Date Filed: April 3, 2002
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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 26

Canceling _____ Cal PUC Sheet No. ____

11.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

11.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange Company and changes its long distance Company. Until the Customer so notifies its local exchange Company, it shall continue to generate and be responsible for long distance usage.

11.5 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.

Rule 12 - Information to be Provided the Public

A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.

Copies of the Company's tariff schedules and advice letters are available to the public at a nominal cost to recover photocopying, postage and/or transmission expenses.

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Advice Letter No. 1
Decision No. 02-03-030

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Date Filed: April 3, 2002
Effective: April 4, 2002

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 27

Canceling _____ Cal PUC Sheet No. ____

Rule 13 - Temporary Service

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

Rule 14 - Continuity of Service

In the event of the foreknowledge of an interruption of service for a period exceeding two hours, the Customers will be notified in writing, by mail, at least one week in advance.

Rule 15 - Employee Service

Not applicable

Rule 16 - Limitation of Liability

Liability of the Company

16.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

16.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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Advice Letter No. 1
Decision No. 02-03-030

Chris S. Barton
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WHOLESALE CARRIER SERVICES, INC.

**7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

Orig. Cal PUC Sheet No. 28

Canceling _____ Cal PUC Sheet No. ____

- 16.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 16.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 16.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 16.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 16.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**Advice Letter No. 1
Decision No. 02-03-030**

**Chris S. Barton
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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.1
Canceling _____ Cal PUC Sheet No. ____

Rule 17 - Discounts on Advanced Services

(N)

17.1 AVAILABILITY OF DISCOUNTS ON ADVANCED SERVICES
(DAS)

In Decision 96-10-066, the California Public Utilities Commission (CPUC) established the California Teleconnect Fund (CTF). This program provides discounts on telecommunications services delineated herein to qualifying schools, libraries, hospitals and health clinics, and community based organizations, approved by the CPUC, as described below.

If state funding for the CTF is exhausted, participants will be backbilled for all discounts advanced by the Utility that the Commission does not fund in accordance with Rule 9, A2.1.9, I.1.

1. Entities Qualified to Receive Discounts on Advanced Services ("DAS")

The following entities are qualified to receive DAS upon approval by the CPUC:

a. Schools. Public and non-profit schools providing elementary or secondary education, which do not have endowments of more than \$50 million.

b. Libraries. Libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act.

c. Hospitals and Health Clinics. Hospital district owned hospitals and health clinics, municipal and county government owned and operated hospitals and health clinics.

(N)

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Advice Letter No. 3
Decision No. 02-03-030

Chris S. Barton
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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.2
Canceling _____ Cal PUC Sheet No. ____

d. Community Based Organizations (CBOs). Tax exempt organizations offering health care, job training, job placement, educational instruction, or a non-profit CBO operating a community technology center engaged in diffusing technology into a local community, and training a local community that has limited or no access to the Internet and other technologies shall qualify for the discount rate for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501 (c)(3) or 501 (d) of the Internal Revenue Code, Title 26 of the United States Code.

2. Services Eligible for DAS

Customers that have been approved by the CPUC to participate in this program are eligible to receive discounts on the monthly recurring charges for the following services, or their functional equivalents¹:

- a. Measured Business Service
- b. Switched 56
- c. Integrated Services Digital Network (ISDN) Service
- d. Hicap DS1 Service²
- e. DS3²
- f. Optical Carrier Network (OCN) Point to Point Service³

There is no limit on the number of subsidized lines that a participating entity may have.

Eligible participants must notify the Utility, as required by the CPUC, for which of these services they want discounts applied.

NOTE 1: See Sheets 158.2 and 158.3.

NOTE 2: As set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.2.8.

NOTE 3: As set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.2.14.

Issued By
Advice Letter No. 3 Chris S. Barton Date Filed: October 12, 2006
Decision No. 02-03-030 President Effective: October 16, 2006

(N)

(N)

3. Discounts Applicable to Eligible Services

(N)

a. Hospitals, Health Clinics, and CBOs

Participating hospitals, health clinics, and CBOs shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding.

b. Schools and Libraries

Participating schools and libraries shall be entitled to a 50% discount off tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding, after first deducting the applicable E-rate discounts. The 50% discount shall be calculated as follows:

(1) If the customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for DAS) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.

(2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.

(3) The statewide average discount is deducted from the customer's services solely for purposes of calculating the DAS discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate.

(N)

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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.4
Canceling _____ Cal PUC Sheet No. _____

The following schools and libraries shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding: small schools as defined in Section 42283 of the Education Code, participants whose E-rate applications have been denied, and participants who subscribe to services that are ineligible for E-rate discounts.

(N)

4. Additional Services Eligible for One-Time Installation Discount

In accordance with the CTF Administrative Letter No. 8A, entities approved to participate in DAS are eligible to receive a 40% discount on the cost for installing one new qualifying advanced services that are at 200 kilobits per second or more in both directions per location. Each of the following criteria must be satisfied:

a. Discounts are only available to entities who are installing new, advanced services. Entities who are installing additional advanced service capabilities are not eligible for this discount.

b. The 40% discount shall be applied to the one time non-recurring installation charge for the following eligible advanced services: Hicap DS1², DS-3², and up to OC 192³ and their functional equivalents¹.

NOTE 1: See Sheets 158.2 and 158.3.

NOTE 2: As set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.2.8.

NOTE 3: As set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.2.14.

(N)

Issued By

Advice Letter No. 3
Decision No. 02-03-030

Chris S. Barton
President
Date Filed: October 12, 2006
Effective: October 16, 2006

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.5
Canceling _____ Cal PUC Sheet No. _____

c. The installation of the advanced services must take place after September 23, 2003 but prior to March 1, 2006.

d. Discounts are not available to entities that have had Advanced Telecommunications Services installed at its location prior to September 23, 2003.

The eligible participant must notify the Utility of each installation charge it is entitled to receive a 40% discount on by submitting an application no later than 12:00 p.m., PST on February 28, 2006.

The 40% discount will be applied after any applicable E-rate discount is deducted from the installation price.

Pursuant to CTF Administrative Letter No. 8A, funds for this 40% discount are limited and the Commission shall pay claims on a first-come, first serve basis until March 1, 2006. If state funding is exhausted prior to March 1, 2006, the Commission will not fund further discounts. Participants will be backbilled for any discounts advanced by the Utility that are not funded by the Commission.

17.2 FUNCTIONAL EQUIVALENTS

The following services have been determined to be functional equivalents:

PBX Trunk - Business Access Trunk Line Service is used for customer premise equipment such as multi-line key systems or a PBX equivalent. It provides the same access to the network as a 1MB.

CENTREX Line - This service provides local exchange telecommunications service with access to local calling, local toll calling and long distance carrier networks and can transport low speed analog data like a 1MB.

Issued By

Advice Letter No. 3
Decision No. 02-03-030

Chris S. Barton
President
Date Filed: October 12, 2006
Effective: October 16, 2006

(N)

(N)

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.6
Canceling _____ Cal PUC Sheet No. _____

CENTREX ISDN - This service provides local exchange telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice, circuit switched data and packet switched data utilizing an ISDN architecture.

(N)

Advanced Digital Network Service (ADN) - Provides end to end or end to multi-point connection which is similar to FaTrak Frame Relay DS0, and FaTrak SMDS DS0.

Synchronous Optical Network (SONET) Ring and Access Services provide for higher bandwidths (OC-3, OC-12, OC-48 and OC-192) communication paths on dedicated, fiber-based, self-healing rings or as point-to-point network configurations connecting customer premises. All traffic carried on SONET is carried synchronously see below for functional equivalents:

OC-3 is the functional equivalent to 84 DS-1 or 3 DS-3 circuits or 155Mbps

OC-12 is the functional equivalent to 336 DS-1 or 12 DS-3 Circuits or 622Mbps

OC-48 is the functional equivalent to 1344 DS-1 or 48 DS-3 Circuits or 2.4Gbps

OC-192 is the functional equivalent to 5376 DS-1 or 192 DS-3 Circuits or 9.6Gbps

NOTE 1: Frozen/Grandfathered Service, with the exception of B Channel Packet that does not connect to the DPN switch, effective October 12, 2004. See General Regulations, Schedule Cal.P.U.C. No. A2.1.2,A.4.

(N)

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Chris S. Barton Date Filed: October 12, 2006
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WHOLESALE CARRIER SERVICES, INC.

**7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

**Orig. Cal PUC Sheet No. 28.7
Canceling _____ Cal PUC Sheet No. ____**

The following services have been determined to be functional equivalents of Hicap DS-1¹ service:

(N)

IMA (Inverse Multiplexing ATM) - Provides multiple T1 (1.54M) bandwidth to be multiplexed into a single bandwidth. Provides a way for users to access ATM at rates between the traditional DS1 and DS3 levels. It allows multiple DS1s to act as a single, logical ATM connection.

It allows multiple DS1s to act as a single, logical ATM connection at speeds 3 Mbps to 12 Mbps.

Super Trunk - Super Trunk is the high-capacity trunk for PBX or similar equipment, providing increments of 24 exchange channels via HiCap delivery. Super Trunk provides T1 capacity for voice traffic. Super Trunk is a natural capacity extension of individual lines and trunks and provides fundamentally the same voice grade functionality. It is used for making and receiving voice calls.

GigaMAN (Gigabit Ethernet Metropolitan Area Network) - Used to connect gigabit ethernet switches from one customer location to another at 1 Gbps. The GigaMAN product provides the electronics on both ends of dedicated fiber facilities enabling the interconnection between sites to take place.

The GigaMAN service is the highest speed offering in the Transparent LAN family of services, which includes 10/100 Mbps ethernet, 4/15 Mbps token ring, FDDI and ESCON. Industry term is "Transparent LAN Service". Transparent LAN Services provide LAN interconnection service between LANs with a native rate interface and typically connect customer locations in a Metropolitan Area Network (MAN).

NOTE 1: As set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.2.8. Material omitted now located on Sheet 158.4.

(N)

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**Advice Letter No. 3
Decision No. 02-03-030**

**Chris S. Barton Date Filed: October 12, 2006
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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.8
Canceling _____ Cal PUC Sheet No. _____

OPT-E-MAN (Optical Ethernet Metropolitan Area Network) - This service is an advanced service offering networking capabilities utilizing Optical Ethernet. Optical Ethernet is the use of Ethernet LAN packets running over optical fiber. OPT-E-MAN provides an integrated service consisting of fiber transport connected to the Ethernet device capable of switching and routing. OPT-E-MAN will provide bandwidth ranging from 5 Mbps to 1 Gbps.

(N)

CSME (Customized Switched Metro Ethernet) - This service is an advanced service offering networking capabilities utilizing Optical Ethernet. CSME provides an integrated service offering consisting of fiber transport connected to an Ethernet device capable of switching and routing. Customers will connect to the service using a router, bridge or switch. CSME Service provides bandwidths of 10 Mbps, 100Mbps or 1 Gbps.

17.3 BILLING

Customers will receive the discounts described in 2.1.41,A., within two (2) billing periods of the eligible services being provided.

17.4 SPECIAL CONDITIONS

For any fiscal year in which the State of California budget is approved with zero funding for the California Teleconnect Fund (CTF) or for any fiscal year in which the Executive Director of the California Public Utilities Commission (CPUC) determines that the approved CTF funding level will be insufficient to reimburse the Utility for its CTF claims for the entire fiscal year, the Utility will suspend CTF discounts to qualifying Schools, Libraries, Government and District Owned Hospitals, Government and District Owned Health Clinics, and Community Based Tax Exempt Organizations. In the event of such a suspension, all services billed at CTF discounted rates will be converted to and billed at the regular tariffed or contracted rates.

(N)

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Advice Letter No. 3
Decision No. 02-03-030

Chris S. Barton Date Filed: October 12, 2006
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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 28.9
Canceling _____ Cal PUC Sheet No. ____

Rule 18 - California Teleconnect Fund Surcharge

(N)

This surcharge provides the funding for the discounted advanced services provided to qualifying schools, libraries, hospitals and health clinics, and community based organizations (See Rule No. 17).

Pursuant to Resolution T-16888, a surcharge of 0.13% will be applied to all end user telecommunication intrastate services, both within a service area and between service areas. This percentage rate will take effect on January 1, 2006. This surcharge will appear on subscribers' bills as the California Teleconnect Fund Surcharge. This surcharge will remain in effect until otherwise ordered by the Commission.

The Utility shall not be liable for any and all penalties, losses or damages sustained by any carrier, or its customers, as a result of its use and concurrence of the Public Program Surcharge rates and the Commission Reimbursement Fee rate contained in the Utility's tariffs under Resolution T-16901.

The Utility shall not be liable for any and all claims arising out of any act or omission by the Utility as a result of a carrier's use and concurrence of the Public Program Surcharge rates and the Commission Reimbursement Fee rate contained in the Utility's tariffs under Resolution T-16901.

The Utility shall be indemnified, defended and held harmless by all carriers against any claims, loss or damage arising from a carrier's use and concurrence in the Public Program Surcharge rates and the Commission Reimbursement Fee rate contained in the Utility's tariffs under Resolution T-16901.

(N)

Issued By

Advice Letter No. 3
Decision No. 02-03-030

Chris S. Barton
President
Date Filed: October 12, 2006
Effective: October 16, 2006

WHOLESALE CARRIER SERVICES, INC.

**7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

**Orig. Cal PUC Sheet No. 28.10
Canceling _____ Cal PUC Sheet No. _____**

The surcharge applies to all monthly service billed in advance and for all usage billed on or after January 1, 2006, except as noted below. The surcharge applies to all recurring and nonrecurring rates and charges for services provided under the Utility's tariff schedules, all Category III services and new or modified General Order 96-A contracts executed after September 15, 1994.

(N)

Exceptions:

- One-way Radio Paging Service
- Universal Lifeline Telephone Service (basic monthly exchange services)
- COPT Service - (Partial) Coin Sent Paid
- Semi-Public Coin Box Service - (Partial) Coin Sent Paid
- Public Telephone Service - (Partial) Coin Sent Paid
- IntraLATA Message Toll Telephone Service (Partial) Coin Sent Paid, Coin Station Service, and Coin Person Service
- General Order 96-A Contracts executed prior to September 15, 1994
- Access charges billed to carriers that have a certificate of public convenience and necessity
- SBC Messaging Category III Services
- SBC Directory Advertising
- 175-T Section 18 - Services for Resale

The following taxes and surcharges are not revenues and should not be included:

- Surcharge to Fund California Public Utilities Commission Reimbursement Fee
- Universal Lifeline Telephone Service Surcharge
- Deaf and Disabled Surcharge
- California High Cost Fund-A Surcharge
- California High Cost Fund-B Surcharge
- California Teleconnect Fund Surcharge
- FCC Federal Subscriber Line Charge

(N)

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**Advice Letter No. 3
Decision No. 02-03-030**

**Chris S. Barton Date Filed: October 12, 2006
President Effective: October 16, 2006**

WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 29

Canceling _____ Cal PUC Sheet No. _____

SECTION 3 - GENERAL REGULATIONS

3.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for telecommunications between points within the State of California. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission' rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically.

- 3.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 3.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 3.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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WHOLESALE CARRIER SERVICES, INC.

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Orig. Cal PUC Sheet No. 30
Canceling _____ Cal PUC Sheet No. ____

3.2 Use of Services

- 3.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 3.2.
- 3.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 3.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 3.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 3.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 3.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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3.3 Responsibilities of the Customer

- 3.3.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 3.3.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 3.3.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 3.3.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 3.3.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 3.3.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other

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Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 3.3.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 3.3.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 3.3.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 3.3.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

3.4 Credit Allowance

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Orig. Cal PUC Sheet No. 33

Canceling _____ Cal PUC Sheet No. ____

3.4.1 Credit may be given for disputed calls, on a per call basis.

3.4.2 Credit shall not be issued for unavailability of long distance services.

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3.5 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer may, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

3.6 Reconnection Charge

A reconnection fee of \$25 per occurrence will be charged when service is reestablished for Customers, which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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