

North County Communications Corporation
3802 Rosecrans, Suite 485
San Diego, California 92110

ORIGINAL

Arizona Local Tariff No. 1-T
Original Title Sheet

Competitive Local Carrier Tariff

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Tariff Schedules

AZ CORP COMMISSION
DOCUMENT CONTROL

Applicable to

Arizona Local Exchange

Telephone Services

of

North County Communications Corporation

APPROVED FOR FILING

DECISION #: 62128

Issued: February 27, 2001

Issued by
Todd Lesser

Effective: March 28, 2001

North County Communications Corporation
3802 Rosecrans, Suite 485
San Diego, California 92110

Competitive Local Carrier Tariff

TARIFF CHECKING SHEET

Current Sheets in this tariff are as follows:

1. Schedule CLC 1-T (Preliminary Statement, Rates and Charges)

<u>Sheet</u>	<u>Revision</u>
Title	Original
i	Original
ii	Original
iii	Original
iv	Original
v	Original
1	Original
2	Original
3	Original

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TARIFF CHECKING SHEET

Current Sheets in this tariff are as follows:

2. Schedule CLC 2-T (Rules, Forms)

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

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PRELIMINARY STATEMENT

North County Communications Corporation has been granted authority by the Arizona Corporation Commission to provide local exchange services within the State of Arizona. This tariff schedule contains effective rates and rules together with information relating to and applicable to intrastate local exchange service provided by the Company in Arizona.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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PRICES AND CHARGES

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
I. <u>Business Service</u>		
(1) <u>Applicability</u>		
These rates are applicable to measured single line local exchange business service.		
(2) <u>Territory</u>		
Within the local calling areas of all exchanges with the State of Arizona.		
(3) <u>Rates</u>		
<u>Service Establishment</u>		
To process an order for service (per line, per order):	\$25.00	\$150.00
Monthly Charge (per line, per month):	\$ 5.00	\$ 50.00
<u>Usage Rates for Calls Between Points in Customer's Local Calling Area (per minute):</u>		
(a) <u>Day</u>		
First Minute	\$ 0.05	\$0.050
Additional Minute	\$ 0.01	\$0.030
(b) <u>Evening</u>		
First minute	\$ 0.05	\$0.050
Additional minute	\$ 0.01	\$0.030
(c) <u>Night and Weekend</u>		
First minute	\$ 0.05	\$0.050
Additional minute	\$ 0.01	\$0.030
<u>Hunting Service Charge</u> (Per line arranged for hunting, per month):	\$10.00	\$50.00
There is no connection charge associated with Hunting Services.		

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RATES AND CHARGES

INTERCARRIER ARRANGEMENTS

II. Switched Access Service

A. Switched Access Service is available to interexchange carriers for originating or terminating intrastate interexchange calls to Customers over local exchange lines furnished by the Company. Except as to the rates specified herein, the Company concurs in, and Switched Access Service is provided pursuant to, the current and effective intrastate switched access service tariff schedules of the incumbent local exchange carriers in whose territory service is provided. Reference is hereby made to those schedules for all conditions applicable to intrastate switched access services provided by the Company. Use of the Company's Switched Access Service constitutes agreement to abide by such terms and conditions and to pay the Company's charges therefor.

B. Rates

<u>Rate Element</u>	<u>Minimum Charge</u>	<u>Maximum Charge</u>
Local Switching (per access minute).	\$0.05	\$0.0785

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RATES AND CHARGES (Continued)

TAXES AND SURCHARGES

Applicable Taxes

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services.

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RULES

Rule 1 – Definitions

A. Definitions

1. Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.
2. Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.
3. Commission: The term "Commission" means the Arizona Corporation Commission.
4. Company: The term "Company" or "Utility" means North County Communications Corporation.
5. Customer: The term "Customer" means the firm, company, corporation, or other entity, including carriers using the Company's Switched Access Service, that contracts for service under this tariff or that is otherwise responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff
6. Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.
7. Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.
8. Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Customer's name, address, or telephone number in a published directory or directory assistance data base.

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RULES (Continued)

Rule 2 - Description of Service

- A. The Company provides local exchange telephone services, and carriers access services, between points within the base rate areas of local exchanges served by the incumbent local exchange carriers.
- B. The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Customer's side of the point of demarcation.

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RULES (Continued)

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company and to sign a completed service order. Service orders may also be initiated based on an oral agreement between the Company and the customer. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf.
- C. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

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RULES (Continued)

Rule 4 – Contracts

Any change in rates or regulations prescribed by the Arizona Corporation Commission automatically modifies the terms and regulations of contracts to the extent of such change.

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RULES (Continued)

Rule 5 - Special Information Required on Forms

Customer Bills

The Company will be identified on each bill. Each bill to Customers will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. Each Customer bill for telephone service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each Customer bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

"If you believe you have been billed incorrectly you may file a complaint with the Arizona Corporation Commission, 1200 West Washington, Phoenix, Arizona 85007. To avoid having service disconnected, payment of the disputed bill should be made 'under protest' to the Commission or payment arrangements acceptable to the Company should be made pending the outcome of the Commission's review. The Commission 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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RULES (Continued)

Rule 5 – Reserved (Cont'd)

Rule 6 – Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

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RULES (Continued)

Rule 7 – Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Customer who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Customer's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: Upon discontinuance of service or prompt and timely payment of all charges for twelve consecutive billing periods, whichever comes first, the Company will refund the deposit together with any interest due. In the case of discontinuance of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to Customer within 30 days after the discontinuance of service. In the case a refund is due after timely payment of the Company's charges, the Company will refund the deposit and interest within 30 days. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.
5. Interest: Simple Interest will be added to the deposit at the rate of 6% per annum, except under the following conditions: no interest shall be given if the Customer has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

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RULES (Continued)

Rule 7 - Deposits and Advance Payments (Cont'd.)

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Customer's account on the first bill rendered.
2. Negotiation of a Customer's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Customer may be given orally or by written notice mailed to the Customer's last known address. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Customer or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Customer.

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RULES (Continued)

Rule 8 – Notices (Cont'd)

C. Discontinuance of Service

1. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.
2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:
 - a. The name and address of the Customer.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
 - e. The telephone number of the Company's representative who can provide additional information.
 - f. The telephone number of the Commission's Utilities Division where the Customer may direct inquiries.

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RULES (Continued)

Rule 9 – Rendering and Payment of Bills

- A. Customers' bills are issued monthly. The Customer will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Customers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Customer's bill. A Customer will have 15 days from the due date to timely pay the charges stated.
- D. However, if a Customer's service has been discontinued within the past 12 months or if a Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.

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RULES (Continued)

Rule 10 – Disputed Bills

In the event a Customer disputes the amount of a bill for the Company's service, the Company will, at the Customer's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Customer's service may be subject to disconnection in accordance with the Company's tariff. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Customer in writing:

1. That in lieu of paying the disputed bill the Customer may deposit within 7 days with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007, the amount claimed by the Company to be due;
2. That checks or other forms of remittance used for this purpose should be made payable to the Arizona Corporation Commission;
3. 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;
4. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the Commission pending the outcome of the Commission's review;
5. That failure of the Customer to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice; However, service will not be disconnected prior to the due date shown on the bill; and,
6. That, if before completion of the Commission's review, additional bills become due that the Customer wishes to dispute, the Customer 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 service.

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RULES (Continued)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Customers

1. Customers may discontinue service by giving the Company proper notice as specified in the Company's tariff. The Customer is responsible for payment of all charges incurred for the period during which service is rendered. In addition, if termination occurs prior to the end of a current contract term, the customer may be liable for a termination fee as provided in Rule 4
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the prevailing party will be liable for reasonable court costs and attorney's fees.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of this tariff.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.

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RULES (Continued)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

B. Discontinuance by the Company (Cont'd)

2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on any Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

C. Restoration of Service

1. The Company will restore service to a Customer upon full payment of all amounts due and the Customer's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Rule 13 - (Reserved)

Rule 14 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, The Company will attempt to notify Customers in writing at least one week in advance.

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RULES (Continued)

Rule 15 - Limitation of Liability

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.
 - a. The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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RULES (Continued)

Rule 15 - Limitation of Liability (Cont'd)

6. Subject to Section A.3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error occurred.

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RULES (Continued)

Rule 15 – Limitation of Liability (Cont'd)

7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.

8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

Rule 16 - Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Rule 17 – Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection.

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APPROVED FOR FILING

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Issued by
Todd Lesser

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