

Decision 90 11 028 NOV 09 1990

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application )  
of One Call Communications, Inc. )  
d/b/a Opticom, for a certificate )  
of public convenience and necessity )  
to operate as an operator services )  
provider within the State of )  
California. )

**ORIGINAL**  
Application 90-05-010  
(Filed May 7, 1990)

O P I N I O N

One Call Communications, Inc., doing business as Opticom (Opticom or applicant), has filed an application requesting that the Commission issue a certificate of public convenience and necessity (CPCN) under Public Utilities (PU) Code § 1001 to operate as an interLATA resale telecommunications carrier within the entire State of California. No protests to the application were filed. Opticom would provide operator-assisted interexchange telecommunications services to customer-owned pay telephones, utility-owned pay telephones, hotel, motel, hospital, general business accounts, universities, and interexchange carriers. Opticom has been offering its own operator-assisted service to customers inside Indiana since November 14, 1989. In addition, Opticom has facilities located in Indiana, including switching equipment, operator stations, and custom-designed software to process calls for subscribers:

The applicant is the operator services division of One Call Communications, Inc. (One Call) which is a privately held company with interests in the telecommunications industry. It offers a full array of services, such as FAX machines, Omninode, Voice Mail, 800 and Travel. One Call's sole shareholder is its chief executive officer. Opticom's home office is located at Suite 140, 701 Congressional Boulevard, Carmel, Indiana 46032.

One Call is organized as an Indiana corporation and is qualified to conduct business as a foreign corporation in the State of California pursuant to a certificate of qualification dated March 6, 1990. Opticom is registered with the Sacramento County Records Office as a fictitious business name of One Call Communications, Inc., pursuant to a certificate filed May 22, 1990. One Call has been operational since October, 1983. Opticom employs 95, in addition to One Call's 80 employees.

Opticom will not maintain an office in California, but will have a switching center located at 624 S. Grand Avenue, Suite 302, Los Angeles, California. It will house the electronic switching equipment for provision of the operator services. Also at this address is TransAmerica Communications, which is the marketing agency through which Opticom will solicit and operate its business in California. This marketing agency will employ a staff of eight people to market and service Opticom's California accounts. No employees of One Call will be located in California. There will be a local telephone number for the marketing agency and an 800 number for contacting Opticom's Indiana corporate offices.

Opticom would provide its services through the resale of interexchange services and facilities provided by Pacific Bell, MCI, and Sprint, each of which holds a CPCN from this Commission, in addition to utilizing its own private line network. Computer and billing services for both One Call and Opticom are provided by Telecommunications Computer Services, which is owned by One Call's sole shareholder.

Opticom owns no transmission facilities within this State. It anticipates its California customers will generate 68% interstate traffic and 32% intrastate traffic. Intrastate calls will be routed through Pacific Bell to terminate on FGA, FGB, and FGD type facilities. During its first year, Opticom expects to have 500 customers. By its fifth year, Opticom expects to have approximately 2,500 customers.

Opticom's proposed rates appear in its proposed tariffs which are Appendix A. Opticom proposes an evening rate discount of 20% and a night-weekend rate discount of 40%. Proposed surcharges are \$.80 per call billed to a calling card, \$1.75 per operator-handled collect call, \$1.75 per operator-assisted third-party call, \$1.75 for operator-handled station-to-station calls, and \$3.50 for operator-handled person-to-person calls. Consistent with this Commission's directive, the applicant represents that rates for intrastate interLATA calls originated from customer-owned coin-operated telephones will not exceed AT&T time-of-day rates plus \$.10 per call.

One Call has had more than seven years' operating experience providing interstate interexchange telecommunications services. Opticom's management is led by a chief executive officer who has spent eight years specifically devoted to the telecommunications industry. His other business interests are in the health care industry and leasing. One vice president has over 15 years of experience in the telecommunications industry, as both network operations manager for ALLTEL in Hudson, Ohio, and general manager of a alternative long distance company in Detroit, Michigan. Another vice president has 18 years of experience with Indiana Bell Telephone Company in various marketing and major accounts divisions. This constitutes the reasonable showing of technical expertise required by Decision (D.) 90-08-032 (August 8, 1990).

In D.90-08-032, this Commission established certain criteria applicable to Non-Dominant Interexchange Carriers. Because Opticom's application was not yet complete at the time of the decision's issuance, it is applicable to Opticom. D.90-08-032 requires that applicants such as Opticom must demonstrate possession of a minimum of \$400,000 of unencumbered cash or equivalent financial resources or make a firm showing that they can meet all expenses in anticipation of revenues for the first full

year of operation with a lesser amount thereof. In its first supplement to its application, applicant proffered combined financials of One Call showing total cash of \$476,089.81. However, no representations of its unencumbered status accompanied the financial data. By further supplement filed October 29, 1990, Opticom represented this total cash is unencumbered and that notes payable are either unsecured or secured by tangible personal property. Thus, the requisite financial showing under D.90-08-032 has been made.

Opticom alleges that its service is in the public interest because its use of existing communication facilities will cause such facilities to be used more efficiently and effectively; competition in the interexchange market will benefit all consumers with special interest coming from the hospitality industry, thereby offering the public a greater choice and availability of service providers; and Opticom's services will result in additional service alternatives with enhanced quality, lower rates, and ease of consumers' use of long distance services.

Opticom has not requested any deviations from General Order (GO) 96-A nor exemption from Chapter 4, Article 5 of the PU Code on stocks and security transactions.

#### Discussion

By order dated June 29, 1983, the Commission instituted an investigation to determine whether competition should be allowed in the provision of telecommunications transmission services within the State (Order Instituting Investigation (OII) 83-06-01). Numerous applications to provide competitive service were consolidated with that OII. By interim decision, D.84-01-037, dated January 5, 1984, and subsequent decisions, these applications were granted, but limited to the provision of interLATA service and subject to the condition that applicants not hold out to the public the provision of intraLATA service pending final decision in the OII proceeding.

On June 13, 1984, the Commission issued D.84-06-113 in the OII proceeding, and denied the applications to the extent not previously granted and directed persons not authorized to provide intraLATA telecommunications services to refrain from holding out the availability of such services and to advise their subscribers that intraLATA communication services should be placed over the facilities of the local exchange carrier (LEC).

Since 1988, we have granted numerous certificates for alternative operator services (AOS). However, as an integral part of the authority granted, each AOS operator was required to conform to a uniform set of conditions. (See AOS Continental of California, Inc., Application (A.) 88-03-034, D.88-05-062; National Telephone Services, Inc., A.87-12-043, D.88-06-025; and Tel Com International, Inc., A.90-01-022, D.90-05-066.) Therefore, these conditions should be equally applicable to applicant and are incorporated in Ordering Paragraph 3 below. The Commission has also reviewed issues affecting the AOS industry in I.88-04-029, which resulted in the issuance of D.90-06-018, and in R.85-08-042, which resulted in the issuance of D.90-08-032. Applicant's AOS operations should conform to the requirements of D.90-06-018 and D.90-08-032.

On April 13, 1988, the Director of the Commission Advisory and Compliance Division (CACD) sent a letter directing all AOS companies which provide intrastate services in California to file applications for CPCN and to propose tariffs for their intrastate services within 60 days. However, this letter was directed at AOS companies that were operating without CPUC authorization. Therefore, this requirement did not mean that proposed tariffs must accompany all AOS applications for CPCN. It only applied to those AOS companies which were already operating without CPUC authorization. Opticom does not fall into this class.

However, a standard condition of approval for any application of AOS applicants, which are not operating without

authority, is the submission of an applicant's tariff schedules for the provision of AOS to pre-filing review and approval by the Chief of CACD's Telecommunications Branch. Opticom did submit such AOS-related tariffs as part of its July 31, 1990 supplement to its application. Upon written approval of the tariffs by the Chief of CACD's Telecommunications Branch, Opticom may file its tariffs. Applicant may not offer AOS-related service until these tariffs are on file and effective. These tariffs shall be effective upon filing.

Applicant is authorized to file with this Commission, after the effective date of this Order, tariff schedules for the provision of other interLATA service, unconnected with its proposed AOS-related service. However, applicant may not offer such service until tariffs are effective which shall occur on the fifth day after the effective date of this Order.

Conditions on service previously applied to approvals of CPCN for AOS and interLATA reseller services also are included in this order. As in prior Commission decisions (D.88-12-043, Intellicall et al.), the applicant may provide interLATA operator-handled calls. In D.90-05-021 we instituted the requirement that persons who provide operator service on behalf of an AOS applicant clearly identify themselves as an AOS operator to the caller. This notice to the end user is a reasonable way of alerting the consumer to the fact that operator services are not being provided by the dominant carrier or the LEC and that charges may vary from those assessed by the dominant carrier/LEC. Significant differences in rates are quite possible when the caller is not using a pay phone, such as when the call is placed from a hotel room, since the Commission has only limited the rates charged for AOS provided at pay telephones. Operator identification also facilitates the resolution of customer complaints if any occur.

In its application, Opticom has stated that it shall not offer, hold out, provide, or otherwise make available intraLATA

operator-handled calls. In its AOS agreement and acknowledgment, applicant has stated that it will require its subscribers to program their equipment to route all intraLATA traffic to the LEC and to route all zero minus (0-) calls directly to the LEC.

This application is granted to authorize interLATA service, including interLATA AOS, under the conditions specified herein, and to the extent the application may be construed as a request for authorization to provide intraLATA services, it will be denied.

Findings of Fact

1. By D.84-01-037, the Commission authorized interLATA entry generally.

2. By D.84-06-113, the Commission denied applications to provide competitive intraLATA telecommunications service and required persons not authorized to provide intraLATA telecommunications service to refrain from holding out the availability of such services and to advise their subscribers that intraLATA communications should be placed over the facilities of the LEC.

3. No protests to the application were filed.

4. This applicant should be treated the same way as others who seek to provide AOS and to originate and terminate interLATA calls within California, including that the applicant shall direct persons who provide operator services on its behalf to identify themselves clearly as an "Opticom operator" to the caller when first connected to the caller.

5. Applicant should operate pursuant to the Commission's recent decisions, D.90-06-018 and D.90-08-032.

6. As an AOS provider, applicant will not construct, own, or operate any telecommunications equipment or facilities, but will utilize existing facilities of other existing telecommunications companies to complete calls.

7. The requirements of D.90-08-032 as to financial resources and technical expertise have been met.

8. Because of the public interest in effective interLATA competition, this order should be effective today.

9. As a telephone corporation operating as a telecommunications service supplier, applicant is subject to: (a) the current 3.4% surcharge on gross intrastate interLATA revenues as established by Commission decisions and resolutions pursuant to PU Code § 879; (b) the current 0.3% monthly surcharge on gross intrastate interLATA revenues to fund Telecommunications Devices for the Deaf pursuant to Resolution T-13061 (April 26, 1989) and issued pursuant to PU Code § 2881; and (c) the user fee as a percentage of gross intrastate revenue pursuant to PU Code §§ 431-435. This fee is currently 0.1% for the 1990-91 fiscal year.

Conclusions of Law

1. There is no substantial evidence that the proposal of Opticom to provide AOS and related telecommunications services, as described in its application for CPCN, as supplemented, will have a significant adverse impact on the environment.

2. This application should be granted to the extent set forth below.

O R D E R

IT IS ORDERED that:

1. The application of One Call Communications, Inc., doing business as Opticom (Opticom or applicant), is granted to the limited extent of providing the requested service on an interLATA basis, subject to the conditions that applicant refrain from holding out to the public the provision of intraLATA service and subject to the requirement that it advise its subscribers that

intraLATA communications should be placed over the facilities of the local exchange carrier (LEC).

2. To any extent that the application requests authorization to provide intraLATA telecommunications services, the application is denied.

3. In connection with its provision of alternative operator services (AOS), applicant shall adhere to the following five conditions:

- a. All intraLATA calling shall be directed by Opticom to the LEC for completion by the LEC as intraLATA calling. As used herein "intraLATA calling" shall mean all calls that originate and terminate within the same LATA. The routing of intraLATA calls to the LEC requires that (1) all such calls, as dialed by the end user customer, be routed, either directly or indirectly, to the LEC and may not be routed to any other person or entity for call processing, billing, transmission, or completion, and (2) all such routing be accomplished in a manner that permits application of the LEC's charges for intraLATA calling by the LEC from the central office where the call originates to the central office or wire center serving the device where the call terminates. In addition, the routing of intraLATA calls to the LEC shall be done in a manner which permits the performance by the LEC of functions for which an LEC charge applies (including, without limitation, all intraLATA operator and operator surcharge functions). By way of example, and without limitation, Opticom shall not, by itself or in conjunction with any other entity or person, permit, allow, or hold out the availability over its network of any routing arrangement that directs intraLATA calls as dialed by an end user customer to any person or entity other than the LEC.
- b. Opticom shall not offer, hold out, provide, or otherwise make available intraLATA operator-handled calls. As used herein, intraLATA operator-handled calls (also

referred to as "nonsent paid calls"), whether handled mechanically or manually, include all intraLATA credit card, bill third number, collect, station-to-station, person-to-person, conference calls, or any combination thereof. The routing of intraLATA operator-handled calls (nonsent paid calls) by the LEC requires that (1) all such calls as dialed by the end user customer be routed to the LEC and to no other person or entity, including Opticom, (2) routing shall be accomplished in a manner that permits application of the LEC's operator charges, and (3) such nonsent paid calls shall be billed by the LEC to the number or account designated by the calling person and acceptable by the LEC. InterLATA operator-handled calls may be provided by Opticom, so long as those who provide AOS on behalf of Opticom clearly identify themselves as Opticom operators when first connected to the caller.

- c. Opticom shall inform all customers who inquire that intraLATA calls and intraLATA operator-handled calls are to be provided by the LEC. In addition, Opticom shall take all necessary action to insure that such calls are returned to the LEC's central office serving the calling party for completion and billing by the LEC as an intraLATA call.
- d. For completion of calls from nonutility pay phones, Opticom will charge end users no more for interLATA intrastate calling than the tariffed rates of AT&T Communications, Inc., plus any additional amounts permitted by the Commission.
- e. Opticom's AOS operations shall conform to the requirements of Decision (D.) 90-06-018 (June 6, 1990) and D.90-08-032 (August 8, 1990).

4. Applicant shall provide to the Telecommunications Branch of CACD of this Commission, for its review, tariff schedules for

the provision of interLATA AOS. Upon review of these tariff schedules and the written approval of them by the Chief of the CACD's Telecommunications Branch, applicant is authorized to file such tariff schedules with this Commission. Applicant may not offer such services until these tariffs are on file and effective. Tariff filings shall reflect the surcharges noted in Ordering Paragraphs 17, 18, and 19. These tariffs, once so approved, shall be effective upon filing.

5. If Opticom fails to file tariffs within 90 days of the effective date of this Order, applicant's certificate may be suspended or revoked.

6. In connection with non-AOS related interLATA telecommunications services, applicant is authorized to file its tariff schedules with this Commission 5 days after the effective date of this Order. Applicant may not offer service until tariffs are on file and effective, which shall occur on the fifth day after the effective date of this Order. If applicant has an effective Federal Communications Commission (FCC) approved tariff, it may file a notice adopting such FCC tariff with a copy of the FCC tariff included in the filing. Such adoption notice shall specifically exclude the provision of intraLATA service. If applicant has no effective FCC tariffs, or wishes to file tariffs applicable only to California intrastate interLATA service, it is authorized to do so, including rates, rules, regulations, and other provisions necessary to offer service to the public. Such filing shall be made in accordance with General Order (GO) 96-A, excluding Sections IV, V, and VI, and shall be effective not less than one day after filing.

7. Applicant may deviate from the following provisions of GO 96-A: (a) Paragraph II.C.(1)(b) which requires consecutive sheet numbering and prohibits the reuse of sheet numbers, and (b) Paragraph II.C.(4), which requires that "a separate sheet or series of sheets should be used for each rule." Tariff filings

incorporating these deviations shall be subject to the approval of the CACD's Telecommunications Branch.

8. The requirements of GO 96-A relative to the effectiveness of tariffs after filing are waived in order that changes in FCC's tariffs may become effective on one (1) day's notice for California interLATA service for those companies that adopt the FCC tariffs.

9. Applicant shall file as part of its individual tariff, after the effective date of this Order, a service area map with points of presence shown thereon similar to the one contained in Appendix B.

10. Applicant shall notify this Commission's Director of CACD in writing of the date service is first rendered to the public, within 5 days after service begins. The surcharges assessed in Ordering Paragraphs 17, 18, and 19 shall commence with the date service is first rendered.

11. Applicant shall keep its books and records in accordance with the Uniform System of Accounts specified in Part 32 of the FCC rules.

12. Applicant shall file an annual report, in compliance with GO 104-A, on a calendar-year basis using the information request form developed by the CACD Auditing and Compliance Branch and contained in its Attachment A, a copy of which is found in Appendix C.

13. The certificate granted and the authority to render service under the rates, charges, and rules authorized will expire if not exercised within 12 months after the effective date of this Order.

14. Applicant shall send a copy of this decision to concerned local permitting agencies not later than 30 days from today.

15. The corporate identification number assigned to Opticom is U-5226-C which shall be included in the caption of all original filings with this Commission, and in the titles of other pleadings filed in existing cases.

16. Within 60 days of the effective date of this Order, applicant shall comply with PU Code § 708, Employee Identification Cards, and notify the Chief of CACD's Telecommunications Branch in writing of its compliance.

17. Applicant is subject to the 3.4% surcharge applicable to the gross revenues of intrastate interLATA services as established by Commission decisions and resolutions, pursuant to PU Code § 879.

18. Applicant is subject to a three-tenths of one percent (0.3%) monthly surcharge to fund Telecommunications Devices for the Deaf as outlined in Resolution T-13061 dated April 26, 1989, pursuant to PU Code § 2881.

19. Applicant is subject to the user fee of one-tenth of one percent (0.1%) as a percentage of gross intrastate revenue pursuant to PU Code §§ 431-435.

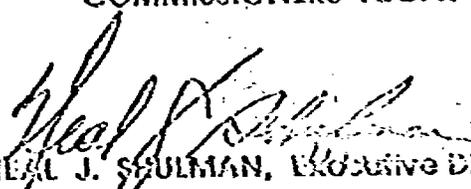
This order is effective today.

Dated NOV 09 1990, at San Francisco, California.

G. MITCHELL WILK  
President  
FREDERICK R. DUDA  
JOHN B. OHANIAN  
PATRICIA M. ECKERT  
Commissioners

Commissioner Stanley W. Hulett,  
being necessarily absent, did  
not participate.

I CERTIFY THAT THIS DECISION  
WAS APPROVED BY THE ABOVE  
COMMISSIONERS TODAY

  
NEAL J. SPULMAN, Executive Director

A.90-05-010  
One Call Communications, Inc., d/b/a OPTICOM  
701 Congressional Blvd. Suite #140  
Carmel, IN 46032

APPENDIX A

Cal. P.U.C. Original Sheet No.T-1

Section 1 - Title Page

TARIFF SCHEDULES

Applicable to

Alternative Operator Service

Naming

RATES, RULES AND REGULATIONS

GOVERNING OPERATIONS

of

ONE CALL COMMUNICATIONS, INC.  
Doing Business As OPTICOM

in

Carmel, Indiana

Advice Letter No. 1  
Decision No. **90 11 028**

Joseph Pence  
Vice President

Date Filed: \_\_\_\_\_  
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Resolution No.: \_\_\_\_\_

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Section 3 - Preliminary Statement

3.1 Explanation of Symbols

The following symbols will be used when changes are made to this tariff:

- (C) To signify changed listing, rule, or condition which may affect rates or charges;
- (D) To signify discontinued material, including listing, rate, rate or condition;
- (I) To signify increased rate;
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition;
- (M) To signify a matter relocated without change;
- (N) To signify new material including listing, rate, rule or condition;
- (R) To signify reduced rate;
- (S) To signify reissued matter;
- (T) To signify change in wording of text but not change in rate, rule or condition;
- (Z) To signify a correction.

Advice Letter No. 1  
Decision No. **90 11 028**

Joseph Pence  
Vice President

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Section 3 - Preliminary Statement

3.2 Applicability of Tariff and Territory Served

3.2.1 This tariff contains herein the regulations, descriptions and schedule of charges applying to the furnishing of operator services on a statewide basis between various locations within the State of California, provided by One Call Communications, Inc., (OCC), d/b/a OPTICOM, a division of One Call Communications, Inc., with principal office at Suite 140, 701 Congressional Boulevard, Carmel, Indiana 46032. This tariff is on file with the California Public Utilities Commission, and copies may be inspected during normal business hours at the company's principal place of business.

3.2.2 The communications services provided within this tariff are installed, operated and maintained in accordance with the terms and conditions set forth under this tariff as authorized by the California Public Utilities Commission. One Call Communications, Inc., provides interLATA service only and does not hold itself out as offering intraLATA service in the State of California. All intraLATA telecommunications traffic should be directed to the Local Exchange Carrier; furthermore, One Call Communications, Inc., will discourage customers from using its service for intraLATA telecommunications traffic.

3.3.3 Operator services consist of the furnishing of facilities or services to customers and end users for the transmission of communications between specified locations within the state. One Call Communications, Inc., will provide these services alone, or in conjunction with services of other participating, concurring, or connecting carriers.

3.3.4 The services provided by One Call Communications, Inc., enable hotels/motels, hospitals, pay telephone owners/public pay telephones, businesses, and government establishments (customers) to offer operator assisted services to patrons, employees, and guests. Payment of usage charges and surcharges are the responsibility of the end user or called party.

Section 4 - Service Area Map

**Initial Subtending Areas  
California**



Advice Letter No. 1  
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Joseph Pence  
Vice President

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Section 5- Rate Schedules5.1 Operator Service Rates

The following rates and charges apply for:

Operator services from hotels/motels, presubscribed local exchange company payphones, other transient locations, privately owned (nonLEC) payphones, and presubscribed customers originating and terminating within the state.

Calls originating from customer-owned coin-operated telephones will be charged according to the rates below plus \$.10 per call.

## INTERLATA

RATE MILEAGE	DAY	EVENING	NIGHT
	FIRST/ADD'L MINUTE/MINUTE	FIRST/ADD'L MINUTE/MINUTE	FIRST/ADD'L MINUTE/MINUTE
0-20	.1500/.0900	.1200/.0720	.0900/.0540
21-40	.2100/.1400	.1680/.1120	.1260/.0840
41-70	.2200/.1500	.1760/.1200	.1320/.0900
71-100	.2300/.1700	.1840/.1360	.1380/.1020
101-150	.2600/.1700	.2080/.1360	.1560/.1020
151-330	.2700/.1800	.2080/.1520	.1560/.1140
331-999	.3000/.1900	.2400/.1600	.1800/.1200

Day Rate Period: InterLATA calls placed between 8AM-5PM\*, Monday-Friday, will be billed at the base rates set forth above.

Evening Rate Period: InterLATA calls placed between 5PM-11PM\*, Sunday-Friday will be billed at the base rates set forth above.

Night/Weekend Rate Period: InterLATA calls placed between 11PM-8AM\*, Monday-Friday; all day Saturday/Sunday, except 5PM-11PM Sunday, will be billed at the base rates set forth above.

\*To but not inclusive.

## OPERATOR SURCHARGES

Third Party Calls	\$1.75	Directory Assistance	\$0.40
Person-to-Person	3.50		
Operator Station Calls	1.75		
Credit Card Calls	.80		
Operator Collect Calls	1.75		

A.90-05-010

One Call Communications, Inc., d/b/a OPTICOM  
701 Congressional Blvd., Suite 140  
Carmel, IN 46032

APPENDIX A

Cal. P.U.C. Original Sheet No.T-7

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Advice Letter No.1

Decision No. **90 11 028**

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Vice President

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Section 5- Rate Schedules (Continued)

5.2 Rate Discounts

5.2.1 Rate discounts apply to all toll calls as shown. The holiday rate applicable is the Evening Rate unless a lower rate would normally apply. Holidays are:

Christmas Day	New Year's Day
Independence Day	Labor Day
Thanksgiving	

5.2.2 For messages which overlap one or more rate periods, the rate in effect in each rate period applies to the portion of the message occurring in that rate period.

5.3 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Public Utilities Commission of the State of California with specific starting and ending dates and under no circumstances run for longer than ninety (90) days in any twelve (12) month period.

5.4 Directory Assistance

Calls placed to directory assistance are billed at a fixed, per-call rate as listed below. Operator surcharges do not apply to directory assistance calls.

Rate Per Call	InterLATA \$.40
---------------	-----------------

5.5 Subscriber Surcharges

Calls originating from non-utility payphones will be assessed a surcharge of \$.25 in addition to the charges set forth in 5.1 above.

One Call Communications, Inc., d/b/a OPTICOM  
701 Congressional Blvd., Suite 140  
Carmel, IN 46032

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Section 6 - Summary List of Contracts and Deviations

6.1 The "OPTICOM Trial Service Agreement" specifies the terms under which a potential subscriber may assess the Company's service for a period of sixty (60) days without binding the subscriber to a contract with an associated duration.

6.2 The "Wholesale Purchase Agreement" enables the subscriber to purchase the Company's services under "unbundled" terms, thereby allowing the subscriber to pay only for the portion(s) of the Company's services which the subscriber desires (i.e., operator services, validation, and/or networking).

6.3 The "Operator Services Agreement" specifies the terms under which a subscriber may purchase the Company's services under a "bundled" arrangement (i.e., the subscriber requires all associated services).

Advice Letter No.1  
Decision No **90 11 028**

Joseph Pence  
Vice President

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Resolution No.: \_\_\_\_\_

One Call Communications, Inc., d/b/a OPTICOM  
 701 Congressional Blvd., Suite 140  
 Carmel, IN 46032

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Section 7 - Rules

Rule No. 1 - Definitions

Access Line: A dedicated arrangement which connects a customer location to Company terminal location or Company switching center.

Application for Service: A standard Company order form which includes all pertinent billing, technical, and other description information which will enable Company to provide operator services as required.

Authorized User: A person, firm, corporation, or other entity authorized by Company or a customer to receive or send communications.

Billing Record Change: A change in customer billing address.

Called Station: Denotes the terminating point of a call (i.e. the called telephone number).

Calling Card Calls: Calls for which charges are billed to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. An automated interface or an operator's intervention is required to record and validate the calling card number to which the charges are to be billed.

Collect Calls: Calls for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number. An operator's intervention is required to obtain agreement from the called party to accept the charges.

Company: One Call Communications, Inc., and/or One Call, and/or One Call Communications, Inc., d/b/a OPTICOM. OPTICOM is the service name for the division of One Call Communications, Inc., which provides operator services.

Company Recognized Holidays: Company recognizes the following holidays: Christmas Day (December 25), New Years Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the Night rate.

Credit Card Calls: Calls for which charges are billed, not to the originating telephone number, but to a general purpose credit card, such as VISA, MasterCard, or American Express. An automated interface or an operator's intervention is required to record and validate the credit card account number to which the charges are to be billed.

Advice Letter No.1  
 Decision No. **90 11 028**

Joseph Pence  
 Vice President

Date Filed: \_\_\_\_\_  
 Effective: \_\_\_\_\_  
 Resolution No.: \_\_\_\_\_

One Call Communications, Inc., d/b/a OPTICOM  
 701 Congressional Blvd., Suite 140  
 Carmel, IN 46032

Cal. P.U.C. Original Sheet No.T-11

Section 7 - Rules (Continued)

Rule No. 1 - Definitions (Continued)

Customer: Denotes any individual, partnership, association, joint stock company, trust corporation, governmental agency, or any other entity who subscribes to the services offered in this tariff.

End User: An individual who places and/or accepts calls placed over Company's services. The end user may or may not be directly responsible for billing calls, depending upon the payment method selected by the end user.

Installation: The connection of a circuit, dedicated access line, or port for new or additional service.

LATA (Local Access Transport Area): A geographical area established as required by the Modified Final Judgment in the government's antitrust suit against the Bell System for the provision and administration of communications services.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Major Credit Card: A universally accepted charge card. Mastercard, VISA, Diners Club, American Express, Carte Blanche, and Discover are examples of major credit cards.

Operator Station: A call type, other than person-to-person, which requires the assistance of Company operator to complete the call.

Operator Surcharge: A fee that may be applied to calls which require the assistance of Company operator. This charge may vary depending upon the call type selected by the end user.

Person-to-Person Calls: Calls which are placed under the stipulation that the caller will speak only to a specific called party. An operator's intervention is required on calls of this type to determine whether the specified called party is available to accept the call, satisfying the stipulation under which the call was placed.

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Section 7 - Rules (Continued)

Rule No. 1 - Definitions (Continued)

Point of Presence: Company physical presence in a LATA (as defined herein). Locations where Company maintains a terminal facility for purposes of providing operator service.

Premises: The space designated by a customer at its place(s) of business for termination of Company service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place(s) of business, as well as space at the customer's place of business.

Rate Period: For all purposes of this tariff, the following rate period definitions shall apply:

Day: 8:00 a.m., to 5:00\* p.m., Monday through Friday  
Evening: 5:00 p.m. to 11:00\* p.m., Sunday through Friday  
Night: 11:00 p.m. to 8:00\* a.m., all days  
8:00 a.m., Saturday to 5:00\* p.m., on Sunday

\*To but not inclusive

Registration Program: Part 68 of the FCC's Rules and Regulations which permits customer equipment to be directly connected to access facilities and circuits without the requirement for a protective circuitry.

Special Promotional Offering: Special discounts or modifications of its regular service for which Company may, from time-to-time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Station: Any location from which long distance calls may be placed or received.

Subscriber: See definition of customer.

Third Party Billing: A call type by which the charges for a call are billed to a number that is different from the calling number and the called number; provided that the third party accepts responsibility for such charge when asked by the Company operator.

Section 7 - Rules (Continued)

Rule No. 2 - Description of Service

7.2.1 For purposes of this tariff, the service provided by Company is the resale of long distance telecommunication and operator services for interLATA, interstate and intrastate calls from subscriber locations within the State of California on a Dial Calling Card, Station-to-Station or Person-to-Person basis. Payment of usage charges and surcharges are the responsibility of the end user or called party. Operator service assisted calls are timed according to section 7.17. Billing is in one minute increments and no customer will be billed for an uncompleted call. This service includes the completion of collect, station-to-station, person-to-person, and credit card calls by Company operators and is separated into the following categories.

A. Bill to valid calling card.

B. Bill to a called number (collect), provided that the called party accepts such charges when asked by a Company operator.

C. Bill to third number, provided that the third party accepts such charges when asked by a Company operator.

D. Bill to a valid American Express, VISA/MasterCharge credit card.

7.2.2 On Calling Card calls (dialed or Operator Assisted), Credit Card calls, Collect calls, Person-to-Person calls, and third party billed calls, chargeable time will begin when connection is established between calling party and Company switch.

7.2.3 Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the calling station does not hang up, chargeable time ends when the network connection is released by automatic timing equipment in the network.

7.2.4 For billing purposes, chargeable time will be rounded to the next full minute (i.e., a call duration of one minute and ten seconds will be billed for two minutes, the initial minute plus one additional minute).

7.2.5 All communications over Company facilities are intercepted by a Company operator or equipment which obtains the caller's billing preference prior to the completion of the call. All calls are billed as indicated in this tariff.

Section 7 - Rules (Continued)

Rule No. 2 - Description of Service (Continued)

7.2.6 Company's services are offered to subscribers twenty-four (24) hours a day.

7.2.7 All service shall remain in effect for a minimum of thirty (30) days.

7.2.8 Company offers its services subject to the availability of the necessary facilities and/or equipment. Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

7.2.9 Operator services to end users presubscribed to Company services will be are charged the rates for operator assistance as outlined in Section 5 of this tariff.

7.2.10 Operator assistance to privately owned payphones certified by the Public Utilities Commission of the State of California, local exchange company payphones, hotels, motels, other transient locations frequented by transient end users, or others who have a contractual relationship with the Company will be charged according to the rates and conditions in Section 5 of this tariff.

7.2.11 Not more than one (1) call per one hundred (100) calls during a typical "busy hour" will receive a busy signal from the Company's terminal or experience any other service delay related to the Company's facilities or service. The Company is not responsible for delays or signal degradation caused by any phone company.

7.2.12 The services offered herein may not be used for the unauthorized provision of Message Telecommunications Service, Operator Service, or Wide Area Telecommunications Service equivalents as defined by the appropriate governing body. Services rendered by Company may be used for one or more of the following:

A. the transmission of communications by the customer.

B. the transmission of communications to or from an authorized user, joint user, or end user as defined herein.

C. the transmission of communications to or from a customer of another common carrier, which has subscribed to Company's operator services.

Section 7 - Rules (Continued)

Rule No. 2 - Description of Service (Continued)

7.2.13 Services provided by Company may be arranged and/or extended for joint use or authorized use. The joint user or authorized user will be permitted to use such services in the same manner as the customer, but subject to the following:

A. The joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of their own. The customer must specifically name all joint users or authorized users in the application for service orders which involve the start, rearrangement, or discontinuance of joint users or authorized users and will be accepted by Company only from that customer. Joint users and authorized users will be subject to all regulations of this tariff.

B. All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user that has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the company, each joint user or authorized user will be liable to the company for all charges incurred as a result of its use of Company's service.

Each joint or authorized user must submit a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer. The customer will be responsible for allocating charges to each joint user or authorized user.

7.2.14 Services provided by Company may be supplied for use to hotel/motel guests, pay phone users, patrons of businesses and retail establishments, or travelers. Payment of Company's service, in such instances, is the ultimate responsibility of the end user or called party. Payment arrangements are mutually agreed upon prior to the completion of the telephone call by establishing the call type.

Section 7 - Rules (Continued)

Rule No. 2 - Description of Service (Continued)

7.2.15 Services offered by Company are specifically for interLATA operator assisted calls. Company shall (for all of its service classifications) advise all of its customers that intraLATA calls and intraLATA operator assisted calls are to be completed through the facilities of the local exchange carrier, and Company will reasonably assist all of its subscribers in programming equipment and arranging network connections to ensure that all such intraLATA calls are so provided.

7.2.16 Service furnished by Company will not be used:

A. for any unlawful purpose.

7.2.17 Company forbids subscribers to block or intercept operator services of competing carriers. This provision does not pertain in situations where the customers who control premises equipment are also the users and bill-payers of Company's service.

7.2.18 All zero minus (0-) traffic shall be routed to the LEC (Local Exchange Company). Zero minus is defined as where an end user dials 0 and no additional digits within five seconds.

7.2.19 Dual branding is provided with all operator assisted calls. Branding is identifying the carrier the caller is using. Company's live and mechanical operators will also state that Company's rates will apply on each operator-assisted call. Rates will be provided on request.

7.2.20 Company adheres to federal, and state regulation requirements that tent cards and/or stickers to be placed near or on telephone equipment used to access its services with violators of provision subject to termination of service.

7.2.21 In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, Company at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

7.2.23 Handicapped customers who qualify for special arrangements due to visual or other physical disabilities will be required to submit a written letter of verification along with their special request(s). Company will do everything within its capabilities to comply with the request(s).

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Section 7- Rules (Continued)

Rule No. 3 - Application for Service

7.3 Service is provided by Company solely through subscribers, so there are no applications for service available to end users.

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Joseph Pence  
Vice President

Date Filed: \_\_\_\_\_  
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Section 7- Rules (Continued)

Rule No. 4 - Contracts

7.4.1 Service is installed upon contractual agreement between the subscriber and the Company. The contractual agreement specifies the terms and conditions of installation, termination of service, commission structure, and commission payment schedule if any.

7.4.2 When a change in the service arrangement involves the continued use of facilities or services, installation charges do not apply to the facilities or services continued. The minimum service period for the facilities or services continued in use is determined from the date of the initial acceptance.

7.4.3 Company, when acting at the customer's request as his authorized agent, will make reasonable efforts to arrange for service requirements, which may include terminal equipment and circuit conditioning.

7.4.4 Company states in all subscribing contracts and agreements that subscriber and its employees, brokers, agents, assigns, and successors shall at all times comply with and conform to all federal, state, and local rules and regulations including, but not limited to, rates, posting guidelines, alternate carrier access, and branding which are at any time applicable to any of the telecommunications services provided by Company to Purchaser. The failure of subscriber comply with and observe any rule or regulation or other regulatory requirement applicable to the telecommunication services to be provided by Company to Subscriber shall constitute a default under the Agreement. In the event that the Subscriber fails to remedy such a default after receiving written notice of such default from Company or, in the event that such default cannot be reasonably corrected, does not proceed expeditiously and with due diligence to correct said default, Company may, at its option, terminate Agreement. Subscriber shall indemnify, defend, and hold Company harmless of and from any and all claims, liabilities, fines, penalties, or other costs and expenses incurred or paid Company by reason of Subscriber's failure to comply with any applicable rule, regulation, or other regulatory requirement applicable to the telecommunication services purchased by Subscriber from Company.

A.90-05-010

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Section 7- Rules (Continued)

Rule No. 5 - Special Information Required on Forms

7.5 Service is installed upon contractual agreement between subscriber and Company. The contractual agreement specifies terms and conditions of installation, termination of service, commission structure, and commission payment schedule, if any.

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Joseph Pence  
Vice President

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One Call Communications, Inc., d/b/a OPTICOM  
701 Congressional Blvd., Suite 140  
Carmel, IN 46032

Section 7- Rules (Continued)

Rule No. 6 - Establishment and Re-Establishment of Credit

7.6 Usage charges for Company's services are charged to end users or third parties through Company's billing agent; therefore end users are not required to establish credit with Company, but with their local telephone company, a major credit card company, or arrange to have calls billed to a third party or hotel/motel bill.

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Vice President

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Section 7- Rules (Continued)

Rule No. 7 - Deposits

7.7 The Company does not collect deposits or advanced payments.

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Cal. P.U.C. Original Sheet No.T-22

Section 7- Rules (Continued)

Rule No. 8 Notices

7.8 Any notice from any user or subscriber may be given to Company orally or to Company at Company's principal place of business, Suite 140, 701 Congressional Boulevard, Carmel, Indian 46032. In addition, an toll-free telephone number is available to all users with their billing statement for purposes of contacting Company by toll-free telephone call.

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Vice President

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Section 7- Rules (Continued)Rule No. 9 - Rendering and Payment of Bills

7.9.1 The customer or end user is responsible for payment of all charges for services rendered by Company. Charges for installation, physical or administrative changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity, a non-Company carrier or supplier levies additional charges, these charges will be passed on to the customer. Recurring charges are billed monthly.

7.9.2 Company's operator services billing and collection services are provided by third-party firms with whom Company contracts for such services. The third-party agents have billing agreements with all Regional Bell Operating Companies (RBOCs) and the major independent telephone operating companies. Company may, in certain situations, enter into separate billing agreements directly with RBOCs and major independent telephone operating companies. In the event an end user elects to pay via a major credit card, charges are billed via direct agreements between Company and the credit establishment indicated by the end user's major credit card.

7.9.3 The charge for each completed operator assisted call consists of two charge elements: fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and a measured charge dependent on the duration, distance and time of day of the call. The measured charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute.

A. Charges for Collect, Calling Card, and Charge Third Party Calls will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Company with the applicable telephone company.

B. Charges for Credit Card Calls will be included on the user's regular monthly statement from the card-issuing company.

Section 7- Rules (Continued)

Rule No. 9 - Rendering and Payment of Bills (Continued)

7.9.3 (Continued)...

C. When requested by the user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, Company will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

7.9.4 Company reserves the right to validate worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Company may refuse to place the call.

7.9.5 When billing functions on behalf of Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

7.9.6 The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installation to be made under other circumstances are subject to additional charges.

7.9.7 In addition to the charges specifically pertaining to Company's services, the State of California may impose certain surcharges. These surcharges are calculated based upon the amount billed to the end user for Company's intrastate services. The surcharges currently in effect are set forth below:

A. The Emergency Telephone Users' Surcharge provides funds for the 911 emergency telephone system. The rate of the surcharge is determined each year by the California State Board of Equalization by September 1st, to become effective November 1st. The rate can go no higher than three-quarters of one percent (.0075).

B. The Disabled Equipment Acquisition Fund ("DEAF") provides funds for deaf and disabled telecommunications users. The rate of the surcharge is three-tenths of one percent (.003).

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Section 7- Rules (Continued)

Rule No. 9 - Rendering and Payment of Bills (Continued)

7.9.7 (Continued)...

C. The Universal Lifeline Telephone Service Surcharge provides funds for the Universal Lifeline Telephone Service, which is implemented to allow low-cost telephone service to California residents below a certain income level. The rate of the surcharge is two and one-half percent (.025).

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Section 7- Rules (Continued)

Rule No. 10 - Disputed Bills

7.10.1 For consideration of any disputed charge, a user must submit in writing to Company, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. Company will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

7.10.2 In the event there is still a disagreement about the disputed amount after investigation and review by Company (and/or billing and collection agency), the customer may appeal to the C.P.U.C. for their investigation and decision.

A. The addresses of the C.P.U.C. are:

California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

or

California Public Utilities Commission  
107 South Broadway, Room 5109  
Los Angeles, CA 90012

Advice Letter No.1

Joseph Pence

Date Filed: \_\_\_\_\_

Decision No. **90 11 028** Vice President

Effective: \_\_\_\_\_

Resolution No.: \_\_\_\_\_

Section 7- Rules (Continued)

Rule No. 11 - Discontinuance and Restoration of Service

7.11.1 Without incurring liability, Company may immediately discontinue services to a subscriber or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due Company for more than 30 (thirty) days after issuance of the bill for amount due;
- B. For violation of any of the provisions of this tariff;
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's services;
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from its services.

7.11.2 Customer must give advance verbal or written notice for disconnection of any Company service. Company will have up to thirty (30) days to complete disconnect. The subscriber will be responsible for all charges for thirty (30) days or until disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the subscriber.

7.11.3 The use or restoration of service in emergencies will be in accordance with Part 64, Sub-part D of the Federal Communications Commission's Rules and Regulations.

7.11.4 A subscriber who discontinues service or is cancelled by the Company and/or in accordance with regulations of this tariff, and wishes to reinstate her/his service, may be subject to a reconnection charge of an amount not to exceed twenty-five dollars (\$25.00) and any LEC installation fees.

Section 7- Rules (Continued)

Rule No. 11 - Discontinuance and Restoration of Service  
(Continued)

7.11.5 If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and Company, a charge will be assessed to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and/or monthly charges. If, based on an order by a customer, any construction has either begun or has been completed, but no services provided by the Company, the non-recoverable cost of such construction will be charged to the customer. No cancellation charge will be incurred by the customer when an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer.

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APPENDIX A

One Call Communications, Inc., d/b/a OPTICOM  
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Cal. P.U.C. Original Sheet No.T-29

Section 7- Rules (Continued)

Rule No. 12 - Optional Rates and Information  
to be Provided the Public

7.12.1 In the event of the adoption by Company of new rates or services, this tariff will be amended and the amendments will be made available for public inspection.

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

7.12.3 A copy of this tariff and advice letters will be made available for public inspection at the offices of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102

Advice Letter No.1  
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Joseph Pence  
Vice President

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APPENDIX A

One Call Communications, Inc., d/b/a OPTICOM  
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Cal. P.U.C. Original Sheet No.T-30

Section 7- Rules (Continued)

Rule No. 13 - Temporary Service

7.13 Temporary service or service to speculative projects may be provided if so determined by Company. Rates and conditions will be those published in this Tariff schedule.

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Section 7- Rules (Continued)

Rule No. 14 - Continuity of Service

7.14.1 Services provided by Company may be connected with services or facilities of other participating communications common carriers and with private systems, subject to the technical limitations established by the Company. Such interconnection may be made at a Company Point of Presence (POP), at a POP of another participating carrier, or at the premises of a customer, joint user, or authorized user. Services provided by Company are not part of a joint undertaking with such other carriers. The common carriers will be responsible for providing notices of interruption of service to subscribers as may be permitted by the Commission.

7.14.2 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers will be provided at the customer's expense. Upon the customer's request and acting as his authorized agent, Company will attempt to make the necessary arrangements for such interconnection.

7.14.3 Services provided by Company may be connected to the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' tariffs applicable to such connections.

7.14.4 Credit allowance for interruptions of service which are not due to Company's testing and adjusting, to the negligence of the customer, or to the failure of channels, equipment, and/or communications systems provided by the subscriber, are subject to the general liability provisions set forth in Section 2.22 herein. It shall be the obligation of the subscriber to notify the carrier of any interruptions in service. Before giving such notice, subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within its control, or is not in wiring or equipment connected to the terminal of Company.

7.14.5 Company, or its authorized agents may, upon reasonable notice, make tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in respect to the installation, operational, or maintenance specifications of the customer or Company equipment. Company may interrupt the service at any time, without penalty to Company, due to departure from any of these requirements.

Section 7- Rules (Continued)

Rule No. 14 - Continuity of Service (Continued)

7.14.6 Upon reasonable notice, the facilities and/or services provided by Company will be made available to Company for such tests and adjustments as may be necessary to assure compliance with tariff regulations and the proper installation and operation of subscriber and Company's equipment and facilities; no interruption allowance will be granted for the time during which such tests and adjustments are made. Such interruptions may continue until any items of non-compliance or improper equipment operation are so identified and rectified.

A.90-05-010

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One Call Communications, Inc., d/b/a OPTICOM  
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Section 7- Rules (Continued)

Rule No. 15 - Extensions

7.15 This portion of Company's tariff is inapplicable to services offered by Company.

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Joseph Pence  
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701 Congressional Blvd., Suite 140  
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Section 7- Rules (Continued)

Rule No. 16 - Service Connections and Facilities  
on Customers' Premises

7.16 Company shall install any such equipment as may be required at the subscriber location to access Company's system. Any such installation shall be at the expense of Company or unless otherwise agreed.

Advice Letter No.1

Joseph Pence

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 701 Congressional Blvd., Suite 140  
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Cal. P.U.C. Original Sheet No.T-35

Section 7- Rules

Rule No. 17 - Measurement of Service

7.17.1 Charges for Company's service(s) are based on the distance and duration of the call and the rate period (Day, Evening, Night) when the call is placed.

7.17.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and a horizontal (H) coordinate is computed for each local exchange company primary serving office and serving office from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a primary serving office or serving office for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two primary serving offices or serving offices is the airline mileage computed as follows:

$$\text{FORMULA} \quad \frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

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701 Congressional Blvd., Suite 140  
Carmel, IN 46032

Section 7- Rules (Continued)

Rule No. 18 - Limitations

7.18.1 Service is offered subject to the availability of facilities and in conjunction with this tariff. The Company reserves the right not to provide service to or from a customer where the necessary facilities or equipment are not available.

7.18.2 Company reserves the right to discontinue any service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or the law.

7.18.3 Service may be discontinued by 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 Company deems it necessary to take such action to prevent unlawful use of its service.

7.18.4 Company reserves the right to refuse service to customers and/or end users due to insufficient billing information, invalid telephone numbers, invalid credit card/calling card numbers, refusal of called party to accept billing, and/or any other commonly used business practice (i.e. credit reports, etc).

7.18.5 All facilities provided under this tariff are directly controlled by the Company, and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company.

7.18.6 There are no limits on the number of calls placed or the length of individual calls.

Advice Letter No.1  
Decision No. **90 11 028**

Joseph Pence  
Vice President

Date Filed: \_\_\_\_\_  
Effective: \_\_\_\_\_  
Resolution No.: \_\_\_\_\_

One Call Communications, Inc., d/b/a OPTICOM  
701 Congressional Blvd., Suite 140  
Carmel, IN 46032

Cal. P.U.C. Original Sheet No.T-37

Section 7 - Rules (Continued)

Rule No. 19 - Terms and Conditions

7.19.1 Service is installed upon contractual agreement between subscriber and Company. The contractual agreement specifies terms and conditions of installation, termination of service, commission structure, and commission payment schedule, if any.

7.19.2 Service is provided and billed on the basis of a minimum period of one month, beginning on the date billing becomes effective, and continues to be provided until cancelled by the customer upon 30 days' written notice.

7.19.3 Service is offered on a monthly basis, 24 hours per day.

7.19.4 For the purpose of computing charges in this tariff, a month is considered to have 30 days.

7.19.5 Failure of the subscriber to operate Company-provided equipment in accordance with instructions of Company or Company agents will void Company liability for interruption of service and may make the subscriber responsible for damage(s) to equipment pursuant to provisions of this tariff.

7.19.6 The subscriber agrees to return to Company all Company-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The customer shall reimburse Company upon demand, for any costs incurred by Company due to the customer's failure to comply with this provision.

7.19.7 Company's facilities and service may be used with or terminated in subscriber provided terminal equipment or subscriber provided communications systems, such as a PBX or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the subscriber, except as otherwise provided. The subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power and the like, incurred in the use of Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunication industry. Further, owners of pay telephones must operate such equipment in conformance with applicable California Public Service Commission regulations and orders.

Section 7 - Rules

Rule No. 20 - Liability

7.20.1 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service to a customer, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occurs. Company will incur no liability for such damages caused by the customer's own negligence. Nor will Company be liable for any such damages arising from or caused by misinformation supplied to Company by the customer or the end user.

7.20.2 Company will be indemnified and held harmless by the customer against:

A. claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over Company channels; and

B. patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer; and

C. all other claims arising out of any act or omission of the customer in connection with any service provided by Company.

7.20.3 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

7.20.4 Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. The customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment.

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 701 Congressional Blvd., Suite 140  
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Section 7 - Rules (Continued)

Rule No. 20 - Liabilities (Continued)

7.20.5 The customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment where such installation, operations, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.

7.20.6 Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company negligence. No agents or employees or other participating carriers will be deemed to be agents or employees of Company.

7.20.7 If not otherwise agreed to between the Company and customer, the customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Company facilities or services. The customer will secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

7.20.8 The customer will ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other 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, Company will permit such equipment to be connected with its channels without the use of protective interface devices.

Advice Letter No.1  
 Decision No. **90 11 028**

Joseph Pence  
 Vice President

Date Filed: \_\_\_\_\_  
 Effective: \_\_\_\_\_  
 Resolution No.: \_\_\_\_\_

One Call Communications, Inc., d/b/a OPTICOM  
 701 Congressional Blvd., Suite 140  
 Carmel, IN 46032

Cal. P.U.C. Original Sheet No.T-40

Section 7 - Rules (Continued)

Rule No. 20 - Liability (Continued)

7.20.8 (Continued)...

If the customer fails to maintain and operate the equipment and/or system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, 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, Company may, upon written notice, terminate the customer's service.

7.20.9 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes; lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.20.10 In the event any provision of this tariff, either in whole or in part, is deemed unreasonable, declared invalid, or for any reason found or held to be inapplicable, either as a general matter or in the circumstances, the terms of the contract between the Company and the subscriber shall control.

7.18 This portion of Company's tariff is inapplicable to Company's services.

Advice Letter No. 1  
 Decision No.

90 11 028

Joseph Pence  
 Vice President

Date Filed: \_\_\_\_\_

Effective: \_\_\_\_\_

(END OF APPENDIX A)

Resolution No.: \_\_\_\_\_

APPENDIX B

# Proposed Initial Subtending Areas California



(END OF APPENDIX B)

APPENDIX C

TO: ALL INTEREXCHANGE TELEPHONE UTILITIES

Article 5 of the Public Utilities Code grants authority to the California Public Utilities Commission to require all public utilities doing business in California to file reports as specified by the Commission on the utilities' California operations.

A specific annual report form has not yet been prescribed for the California interexchange telephone utilities. However, you are hereby directed to submit an original and two copies of the information requested in Attachment A no later than March 31st of the year following the calendar year for which the annual report is submitted.

Address your report to:

California Public Utilities Commission  
Auditing and Compliance Branch, Room 3251  
505 Van Ness Avenue  
San Francisco, CA 94102-3298

Failure to file this information on time may result in a penalty as provided for in §§ 2107 and 2108 of the Public Utilities Code.

If you have any question concerning this matter, please call (415) 557-2484.

ATTACHMENT A

Information Requested of California Intérexchange Telephone Utilities.

To be filed with the California Public Utilities Commission, 505 Van Ness Avenue, Room 3251, San Francisco, CA 94102-3298, no later than March 31st of the year following the calendar year for which the annual report is submitted.

1. Exact legal name and U # of reporting utility.
2. Address.
3. Name, title, address, and telephone number of the person to be contacted concerning the reported information.
4. Name and title of the officer having custody of the general books of account and the address of the office where such books are kept.
5. Type of organization (e.g., corporation, partnership, sole proprietorship, etc.).  
If incorporated, specify:
  - a. Date of filing articles of incorporation with the Secretary of State.
  - b. State in which incorporated.
6. Commission decision number granting operating authority and the date of that decision.
7. Date operations were begun.
8. Description of other business activities in which the utility is engaged.
9. A list of all affiliated companies and their relationship to the utility. State if affiliate is a:
  - a. Regulated public utility.
  - b. Publicly held corporation.
10. Balance sheet as of December 31st of the year for which information is submitted.
11. Income statement for California operations for the calendar year for which information is submitted.

(END OF APPENDIX C)