



**William Roughton**  
General Attorney

AT&T Services, Inc.  
1120 20<sup>th</sup> Street, N.W.  
Suite 1000  
Washington, D.C. 20036

202.457.2040 Phone  
202.457.3073 Fax  
broughton@att.com E-mail

April 21, 2015

**By Messenger**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51**

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and Blue Casa Telephone, LLC. The amendment will extend the terms of the Local Wholesale Complete agreement in the state of California. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton  
General Attorney  
AT&T Services, Inc.

**AMENDMENT**

**BETWEEN**

**PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA**

**AND**

**BLUE CASA TELEPHONE, LLC**



Signature: eSigned - Jeff Compton

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeff Compton  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: CEO/President  
(Print or Type)

Title: Director  
(Print or Type)

Date: 10 Oct 2014

Date: 10 Oct 2014

**Blue Casa Telephone, LLC**

**Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent**

State	ULEC OCN	CLEC OCN
CALIFORNIA	111B	781G

Description	ACNA Code(s)
ACNA(s)	HBT

**AMENDMENT TO THE LOCAL WHOLESALE COMPLETE  
COMMERCIAL AGREEMENT  
BETWEEN  
AT&T-22STATE  
AND  
BLUE CASA TELEPHONE, LLC**

This Amendment (the "Amendment") amends the Local Wholesale Complete Commercial Agreement ("LWC Agreement") by and between AT&T-22STATE and Blue Casa Telephone, LLC ("CARRIER"); executed April 2, 2012 hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the State(s) of California.

**WHEREAS**, the Parties acknowledge and agree that the provisions set forth in this LWC Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties; and

**WHEREAS**, the Parties also desire to extend the term of the LWC Agreement, modify the pricing, and make additional changes as set forth below.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the LWC Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and Exhibits A and B immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Section 8.2.1 and 8.2.2 of the General Terms and Conditions of the LWC Agreement is hereby amended and restated as follows:
  - 8.2.1 Unless terminated for breach (including nonpayment), the term of this LWC Agreement shall commence upon the Effective Date of this LWC Agreement and shall expire on October 31, 2017 (the "Term"). Upon expiration of the Term ("Expiration Date"), absent receipt of Notice of Termination or Notice of Expiration by either Party, this LWC Agreement shall continue month-to-month. If the LWC Agreement continues to survive on a month-to-month basis, either Party may terminate the LWC Agreement by providing Notice of Termination. Such notice must be provided with at least thirty (30) days advance notice of the date the LWC Agreement will terminate ("Termination Date"). To the extent services exist after the Expiration Date (including any services that exist beyond the Termination Date,) the rates and terms for such services shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered at any time by AT&T upon thirty (30) days notice.
  - 8.2.2 Either on or following the termination date of this LWC Agreement, if the Parties have not entered into a new agreement, neither Party should have any further obligation under this LWC Agreement in such state (or states) except that:
    - 8.2.2.1 Each Party's confidentiality obligations shall survive; and
    - 8.2.2.2 Each Party shall promptly pay all amounts (including any late fees as applicable) owed under this LWC Agreement:
      - 8.2.2.2.1 as provided in Section 38.0 below, Survival; and
      - 8.2.2.2.2 as may be provided elsewhere in this LWC Agreement (including the Attachments).

3. Sections 8.6 of the General Terms and Conditions of the LWC Agreement is hereby replaced with the following:
- 8.6 Termination of LWC Agreement:
- 8.6.1 Where CARRIER has no End Users or is no longer purchasing any services under this LWC Agreement, either Party may terminate the LWC Agreement by providing "Notice of Termination" to the other Party. Such notice shall be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. After termination the Parties' liability under this LWC Agreement shall be limited to obligations contained in Section 8.0 and under Section Survival 38.0 below contained herein.
- 8.6.2 Where CARRIER has End Users and/or is purchasing products and/or services under this LWC Agreement, either Party may seek to terminate this LWC Agreement by providing a Notice of Termination. Such notice shall be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. CARRIER shall cooperate in good faith to effect an orderly transition of service under this LWC Agreement. CARRIER shall be solely responsible (including from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC or to other AT&T-22STATE wholesale services prior to the termination date of this LWC Agreement. However, the failure to develop a transition plan shall not constitute a breach of this LWC Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, disconnect all or any of the services at any time after the Termination Date.
- 8.6.3 The rates, terms and conditions of this LWC Agreement shall continue in full force and effect, except as provided in Section 8.2.1, until the Termination Date. For avoidance of doubt, nothing in this LWC Agreement obligates AT&T-22STATE after the Termination Date to continue to offer or provide any services and/or product that were provided under this LWC Agreement.
- 8.6.4 In any event, AT&T-22STATE shall be under no obligation to provision any products and/or services pursuant to this LWC Agreement as of and after the Termination Date.
4. Section 5.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:
- 5.5 Local Wholesale Complete Sunset
- 5.5.1 CARRIER acknowledges and understands that LWC is a wholesale service provisioned using time division multiplexing ("TDM") facilities and services, and that AT&T-22STATE has publicly announced its intention to move all customers from TDM-based services. For avoidance of doubt, the foregoing does not mean that AT&T-22STATE is committing that LWC will be available through the Term of this LWC Agreement.
- 5.5.1.1 Notwithstanding that this LWC Agreement may commit AT&T-22STATE to provide LWC to CARRIER for the Term, and subject to any regulatory requirements, AT&T-22STATE may discontinue providing LWC upon at least three hundred and sixty five (365) days notice ("Discontinuance Notice"), but only where AT&T-22STATE generally (i) discontinues providing LWC to similarly-situated customers, and (ii) has available one or more wholesale local services that include a voice component (for clarity, this (ii) does not require such voice service to be available to all of CARRIER's LWC-served customers). AT&T-22STATE shall not in any event issue a Discontinuance Notice prior to June 30, 2016, except with respect to any geographically discrete area in which AT&T TDM-based wireline local voice services are being discontinued as part of a TDM-to-IP transition trial subject to oversight of the FCC or Commission. Notice for such exception shall be provided at least 90 (ninety) days in advance.
- 5.5.1.2 AT&T-22STATE may provide a Discontinuance Notice to CARRIER in advance of fulfilling any regulatory requirements and, if so, the timing of such discontinuance shall occur in accordance with the regulatory requirements, but not earlier than as set forth in such

notice. CARRIER acknowledges and understands that discontinuance may be tested first and/or implemented on a geographically discrete basis (e.g., by wire center) and/or staged basis (e.g., not flash cut within any geographic area). The date on which LWC shall be discontinued as set forth in a Discontinuance Notice is referred to as a "Discontinuance Date".

5.5.1.3 AT&T-22STATE shall no longer accept orders for new LWC lines or moves of or changes to existing LWC lines beginning ninety (90) days prior to the Discontinuance Date. The Parties shall cooperate in good faith in negotiating an agreement for replacement products and scheduling and effecting the transition from LWC so that CARRIER no longer has any LWC lines on or prior to a Discontinuance Date as set forth in the Discontinuance Notice.

5.5.1.4 The Parties shall engage in good faith discussions to negotiate an agreement for replacement products and establish a migration plan for CARRIER's embedded base of LWCALs to move to comparable non-TDM replacement products.

5.5.2 Notwithstanding anything else in the LWC Agreement, the following AT&T SOUTHEAST REGION 9-STATE complex LWC services have been grandfathered such that only disconnect orders are being accepted and any remaining such complex LWC services will be disconnected on February 1, 2015:

5.5.2.1 Foreign Exchange/Foreign Central Office – Business ("FX/FCO – Bus")

5.5.2.2 Foreign Exchange/Foreign Central Office – PBX ("FX/FCO – PBX")

5.5.2.3 Foreign Exchange/Foreign Central Office – Residence ("FX/FCO – Res")

5.5.2.4 Digital Direct Integration Termination Service

5.5.2.5 4-Wire Digital Loop with Channelization with Port

5.5.2.6 ISDN-BRI – Business

5.5.2.7 ISDN-BRI – Residence

5.5.2.8 PBX/DID with Call Locator

5.5.2.9 ISDN-PRI with Call Locator

5.5.2.10 PBX – Residence

5.5.2.11 Centrex

5. Section 6.10 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:

6.10 In the LWC Pricing Schedule where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each LWCAL will be one (1) month. After the initial month for an LWCAL, billing will be on the basis of whole or fractional months used.

6. Sections 12.1 and 12.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement are hereby replaced with the following

12.1 CARRIER shall be responsible for any and all compensation owed for traffic originating from or terminating to CARRIER's LWCALs. Traffic compensation between CARRIER and AT&T-22STATE is addressed in the applicable Interconnection Agreement.

12.5 Notwithstanding any other provision of the LWC Agreement including without limitation this Attachment, LWC shall not be available in any state within AT&T-22STATE until there is an agreement effective between the Parties for that state which addresses the intercarrier compensation associated with LWC-originated or terminated traffic.

7. Section 12.6 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby removed.

- 8. Attachment 11 – Operator Services and Directory Assistance (OS/DA) of the LWC Agreement is hereby removed and replaced with Exhibit A (“Attachment 11 – Operator Services and Directory Assistance (OS/DA)”).
- 9. The Parties agree to replace the LWC Agreement’s Pricing Schedule with the Pricing Schedule in Exhibit B.
- 10. The Parties agree to replace Section 19 of the General Terms and Conditions of the LWC Agreement with the following language:

**19.0 Notices**

19.1 Subject to Section 19.1.2 below, Notices given by one Party to the other Party under this LWC Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this LWC Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 19.1.1 Delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 19.1.2 Delivered by facsimile provided CARRIER and/or AT&T-22STATE has provided such information in Section 19.3 below.
- 19.1.3 delivered by electronic mail (email) provided CARRIER and/or AT&T-22STATE has provided such information in Section 19.3 below.

19.2 Notices will be deemed given as of the earliest of:

- 19.2.1 the date of actual receipt;
- 19.2.2 the next Business Day when sent via express delivery service;
- 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 19.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient’s time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient’s time zone.
- 19.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CARRIER by AT&T-22STATE.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Jeff Compton CEO/President
STREET ADDRESS	114 E. Haley Street, Suite A
CITY, STATE, ZIP CODE	Santa Barbara, CA 93101
PHONE NUMBER*	(805) 886-2862
FACSIMILE NUMBER	(805) 456-3891
EMAIL ADDRESS	jcompton@bluecasa.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.4 Either Party may unilaterally change its designated contact name, address and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section 19.0. Any Notice to change the designated contact name, address and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.5 In addition, CARRIER agrees that it is responsible for providing AT&T-22STATE with CARRIER's OCN and ACNA numbers for the States in which CARRIER is authorized to do business and in which CARRIER is requesting that this LWC Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T-22STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 19.5.1 CARRIER may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CARRIER.
- 19.5.2 CARRIER may be able to place orders for certain services in AT&T-22STATE without having properly updated the CLEC Profile; however, at any time during the term of this LWC Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CARRIER has not properly updated its CLEC Profile, ordering capabilities will cease, and CARRIER will not be able to place orders until thirty (30) days after CARRIER has properly updated its CLEC Profile.
- 19.6 AT&T-22STATE communicates official information to CARRIERS via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T-22STATE CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this LWC Agreement.
- 19.7 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING LWC AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. This Amendment shall not modify the effective date of the underlying LWC Agreement.
13. AT&T-22STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.15. Subject to Section 6 above, the effective date of this Amendment shall be January 1, 2015.

**ATTACHMENT 11 –  
OPERATOR SERVICES AND DIRECTORY  
ASSISTANCE  
(OS/DA)**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction and Scope.....	3
2.0 Specifics of OS Offering.....	3
3.0 Specifics of DA Offering.....	4
4.0 OS/DA Non-Recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and References .....	4
5.0 General Conditions.....	5

## 1.0 Introduction and Scope

- 1.1 This Attachment sets forth terms and conditions for Operator Services (OS) and Directory Assistance (DA) calls provided as part of LWC by the applicable AT&T-21STATE ILEC. The terms and conditions set forth in this Attachment shall apply to all Services ordered and provisioned pursuant to this Agreement.
- 1.2 OS and/or DA provided under the Agreement and this Attachment is only available to CARRIER exclusively in conjunction with CARRIER's purchase of LWC and then only as part of a LWCAL (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE). AT&T-21STATE will provide OS and DA at the rates, terms and conditions set forth in this Attachment and the LWC Pricing Schedule.
- 1.3 CARRIER's LWC End Users shall have the same ability to reach AT&T-21STATE OS and DA platforms as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates, including the following where technically feasible and available:
- (a) Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as:
    - (i) Operator-assisted dialing
    - (ii) Placing a Collect Call
    - (iii) Placing a "Bill to Third Number" Call
    - (iv) Obtaining a Busy Line Verification
    - (v) Attempting a Busy Line Interrupt
  - (b) Dialing "411" or "555-1212" and reaching a Directory Assistance operator for purposes such as
    - (i) Retrieving a Published Telephone Number
    - (ii) DA Call Completion to a Retrieved Telephone Number
    - (iii) National Directory Assistance
    - (iv) Reverse Directory Assistance
    - (v) Business Category Search
- 1.4 CARRIER's LWC End User OS/DA calls shall be answered by AT&T-21STATE OS and DA platforms with the same priority as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates. Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, labor strikes at the OS/DA call centers, etc.) will be experienced at parity with AT&T-21STATE retail End Users served via that same AT&T-21STATE end office switch.

## 2.0 Specifics of OS Offering

- 2.1 Operator Services Rate Structure. Where technically feasible and available, AT&T-21STATE will differentiate its OS charges by whether the CARRIER LWC End User is receiving:
- 2.1.1 Manual OS call assistance (i.e., provided via a live operator)
    - 2.1.1.1 for which a per work second charge will apply in AT&T-12STATE and in
    - 2.1.1.2 in AT&T SOUTHEAST REGION 9-STATE
  - 2.1.2 Automated OS call assistance (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live operators), where a flat rate per call charge will apply.
- 2.2 Operator Services Call Processing. AT&T will provide OS to CARRIER's End Users where technically feasible and available to AT&T-21STATE retail End Users served, in accordance with OS methods and practices that are in effect at the time the CARRIER's LWC End User makes an OS call. Whether manual or automated, AT&T-21STATE will provide the following services when originating a 0+ or 0- call from a LWCAL, regardless of whether 1-411-dialed DA usage is also requested from that LWCAL:
- 2.2.1 General Operator Assistance. The individual originating a 0+ or 0- call from a LWCAL asks the operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.

- 2.2.2 Calling Card. The individual originating a 0+ or 0- call from a LWCAL provides operator with a Calling Card number for billing purposes.
- 2.2.3 Collect. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- 2.2.4 Third Number Billed. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to a different number than the calling or called number.
- 2.2.5 Busy Line Verification (BLV). A service in which the operator, upon request, will check the requested line for conversation in progress and advise the caller being served via LWC of the status.
- 2.2.6 Busy Line Interrupt (BLI). A service in which the caller asks the operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller from a LWCAL requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

### 3.0 Specifics of DA Offering

- 3.1 Directory Assistance Rate Structure. Where technically feasible and available, AT&T-21STATE will NOT differentiate its DA products by type, and instead will charge for DA products on a flat rate per call.
- 3.2 Directory Assistance Call Processing. AT&T will provide DA Services to CARRIER's End Users where technically feasible and available to AT&T-21STATE retail End Users served in accordance with DA Services methods and practices that are in effect at the time CARRIER's LWC End User makes a DA call. Where technically feasible and available, AT&T-21STATE will provide the following DA Services when CARRIER's LWC End User originates a DA call from a LWCAL, regardless of whether OS is also requested from that LWCAL:
- 3.2.1 Local Directory Assistance. Consists of providing published name and telephone number to the individual originating a directory assistance call from a LWCAL
- 3.2.2 Directory Assistance Call Completion (DACC) [also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the individual originating the call from a LWCAL, utilizing an automated voice system
- 3.2.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information outside their LATA or Home NPA (the geographic numbering plan from which a call originates) for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 3.2.4 Reverse Directory Assistance (RDA). An information service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
- 3.2.5 Business Category Search (BCS). A service in which an individual calling from a LWCAL request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call.

### 4.0 OS/DA Non-Recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and References

- 4.1 In all current AT&T-21STATE OS/DA switches in AT&T-21STATE service area, the incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the switch itself.
- 4.1.1 CARRIER may have a CARRIER-selected brand name or other greeting for calls originating from a LWCAL by providing a pre-recorded announcement to AT&T-21STATE in conformity with the format, length, and other requirements specified for all carriers on the AT&T CLEC Online website. AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable switch prior to live traffic. CARRIER may also change its pre-recorded announcement at any time by

providing a new pre-recorded announcement in the same manner, for subsequent loading and testing charges.

4.1.2 If CARRIER does not wish to brand the OS/DA calls, CARRIER may also have silence used by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch.

4.1.3 AT&T-21STATE makes no warranties or representations that silent announcements will be perceived by End Users as ordinary mechanical handling of OS/DA calls.

4.1.3.1 CARRIER understands that it is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, and that if it does not brand the call, CARRIER agrees to indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

4.1.3.2 AT&T-21STATE understands that it must make the silent recording play for the shortest possible duration technically feasible for each applicable switch, and accepts responsibility for any regulatory violation, consumer complaint, or other sanction stemming from failure to do so (e.g., call handling delay), but otherwise it has no responsibility if a silent announcement is chosen by CARRIER.

4.1.4 AT&T-21STATE will be responsible for loading the CARRIER-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE retail End Users. CARRIER will be responsible for paying the initial announcement loading charges, and thereafter, the per-call charge (primarily to cover switch maintenance), as well as any subsequent loading charges if a new brand announcement is provided as specified above. Branding load charges are Nonrecurring and are found in LWC Pricing Schedule

4.1.5 In the event the technical makeup of a particular AT&T-21STATE OS switch does not route the incoming call through an automatic pre-recorded announcement, the foregoing subsections do not apply, and CARRIER and AT&T-21STATE agree to make alternative arrangements for OS branding announcements.

4.1.6 Where the phraseology is the same for OS and DA branding, only one branding charge will apply.

4.2 In all current AT&T-21STATE OS/DA switches, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., a business office or repair call center) are loaded into the system utilized by the OS operator where technically feasible and available.

## 5.0 General Conditions

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any service(s) or features of service(s) offerings that are provided under this Attachment 11 – Operator Services and Directory Assistance (OS/DA) on ninety (90) days' written notice.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWC	CA	LWCALRate	Residential (Effective 1/1/2015 - 12/31/2015)				29.00			
LWC	CA	LWCALRate	Residential (Effective 1/1/2016 - 12/31/2016)				30.00			
LWC	CA	LWCALRate	Residential (Effective 1/1/2017 - 10/31/2017)				31.00			
LWC	CA	LWCALRate	Business (Effective 1/1/2015 - 12/31/2015)				35.00			
LWC	CA	LWCALRate	Business (Effective 1/1/2016 - 12/31/2016)				36.00			
LWC	CA	LWCALRate	Business (Effective 1/1/2017 - 10/31/2017)				37.00			
LWC	CA	LWCALRate	Coin (Effective 1/1/2015 - 12/31/2015)				31.00			
LWC	CA	LWCALRate	Coin (Effective 1/1/2016 - 12/31/2016)				32.00			
LWC	CA	LWCALRate	Coin (Effective 1/1/2017 - 10/31/2017)				33.00			
LWC	CA	LWC USAGE	0 – 1500 MOUs - Residential							per LWCAL, calculated per end office per billing period
LWC	CA	LWC USAGE	0 – 1500 MOUs - Business							per LWCAL, calculated per end office per billing period
LWC	CA	LWC USAGE	0 – 1500 MOUs - Coin				0.002			per LWCAL
LWC	CA	LWC USAGE	Over 1500 MOUs - Residential				0.002			per LWCAL, calculated per end office per billing period
LWC	CA	LWC USAGE	Over 1500 MOUs - Business				0.002			per LWCAL, calculated per end office per billing period
LWC	CA	LWC USAGE	Over 1500 MOUs - Coin				0.002			per LWCAL
LWC	CA	OPTIONAL SERVICES	Privacy Manager® - Residential				3.50			Line
LWC	CA	OPTIONAL SERVICES	Privacy Manager® - Business				3.50			Line
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance per call - Residential				0.41	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance per call - Business				0.41	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance per call - Coin				0.41	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	National DA (NDA) per call; Business Search Category (BCS) per call; Reverse Directory Assistance (RDA) per call - Residential				0.65	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	National DA (NDA) per call; Business Search Category (BCS) per call; Reverse Directory Assistance (RDA) per call - Business				0.65	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	National DA (NDA) per call; Business Search Category (BCS) per call; Reverse Directory Assistance (RDA) per call - Coin				0.65	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC) - per call - Residential				0.15	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC) - per call - Business				0.15	NA	NA	Call

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC) - per call - Coin				0.15	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service – per call - Residential				2.00	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service – per call - Business				2.00	NA	NA	Call
LWC	CA	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service – per call - Coin				2.00	NA	NA	Call
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per OS switch - Residential				NA	1800.00	1800.00	OS Switch
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per OS switch - Business				NA	1800.00	1800.00	OS Switch
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per OS switch - Coin				NA	1800.00	1800.00	OS Switch
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call - Residential				0.03	NA	NA	Call
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call - Business				0.03	NA	NA	Call
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call - Coin				0.03	NA	NA	Call
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state/In-Region – Local and IntraLATA rates - Residential				NA	5000.00	NA	State/In-Region
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state/In-Region – Local and IntraLATA rates - Business				NA	5000.00	NA	State/In-Region
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state/In-Region – Local and IntraLATA rates - Coin				NA	5000.00	NA	State/In-Region
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state/In-Region – Local and IntraLATA rates - Residential				NA	NA	1500.00	State/In-Region
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state/In-Region – Local and IntraLATA rates - Business				NA	NA	1500.00	State/In-Region
LWC	CA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state/In-Region – Local and IntraLATA rates - Coin				NA	NA	1500.00	State/In-Region
LWC	CA	DIRECTORY LISITINGS	Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types - Residential							
LWC	CA	DIRECTORY LISITINGS	Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types - Business							
LWC	CA	DIRECTORY LISITINGS	Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types - Coin							
LWC	CA	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call) - Residential				0.15	NA	NA	Completed automated call
LWC	CA	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call) - Business				0.15	NA	NA	Completed automated call
LWC	CA	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call) - Coin				0.15	NA	NA	Completed automated call
LWC	CA	OPERATOR CALL PROCESSING	Operator Services - Operator Assisted Call Processing (Per work second) - Residential				0.03	NA	NA	Work second

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWC	CA	OPERATOR CALL PROCESSING	Operator Services - Operator Assisted Call Processing (Per work second) - Business				0.03	NA	NA	Work second
LWC	CA	OPERATOR CALL PROCESSING	Operator Services - Operator Assisted Call Processing (Per work second) - Coin				0.03	NA	NA	Work second
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per OS Switch - Residential				NA	1800.00	1800.00	OS Switch
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per OS Switch - Business				NA	1800.00	1800.00	OS Switch
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per OS Switch - Coin				NA	1800.00	1800.00	OS Switch
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call - Residential				0.03	NA	NA	Call
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call - Business				0.03	NA	NA	Call
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call - Coin				0.03	NA	NA	Call
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state/In-Region – Local and IntraLATA rates - Residential				NA	5000.00	NA	State/In-Region
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state/In-Region – Local and IntraLATA rates - Business				NA	5000.00	NA	State/In-Region
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state/In-Region – Local and IntraLATA rates - Coin				NA	5000.00	NA	State/In-Region
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state/In-Region – Local and IntraLATA rates - Residential				NA	NA	1500.00	State/In-Region
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state/In-Region – Local and IntraLATA rates - Business				NA	NA	1500.00	State/In-Region
LWC	CA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state/In-Region – Local and IntraLATA rates - Coin				NA	NA	1500.00	State/In-Region
LWC	CA	SERVICE ORDER CHARGES	Electronic Service Order					7.50		LSR
LWC	CA	SERVICE ORDER CHARGES	Manual Service Order					50.00		LSR
LWC	CA	OTHER CHARGES	Service Order Expedite Request - per incident					200.00		Incident
LWC	CA	OTHER CHARGES	Bill Inquiry/Dispute (Charges sustained)						25.00	Incident
LWC	CA	OTHER CHARGES	Paper Bill						25.00	Incident
LWC	CA	OTHER CHARGES	Duplicate Bill						25.00	Incident
LWC	CA	OTHER CHARGES	False Technician Dispatch (CLEC Fault)						75.00	Incident
LWC	CA	OTHER CHARGES	Non-EFT payment or credit						25.00	Incident
LWC	CA	ALTERNATELY BILLED TRAFFIC	ABT Billing and Collection, per message fee - Residential				0.05			Message
LWC	CA	ALTERNATELY BILLED TRAFFIC	ABT Billing and Collection, per message fee - Business				0.05			Message
LWC	CA	ALTERNATELY BILLED TRAFFIC	ABT Billing and Collection, per message fee - Coin				0.05			Message