

## CHECK SHEET

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		37	Original		73	1 <sup>st</sup> Revised
1	6 <sup>th</sup> Revised	*	38	Original		74	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised		39	1 <sup>st</sup> Revised		75	3 <sup>rd</sup> Revised *
3	Original		40	2 <sup>nd</sup> Revised	*	76	3 <sup>rd</sup> Revised
4	Original		40.1	Original	*	77	1 <sup>st</sup> Revised
5	Original		41	Original		78	2 <sup>nd</sup> Revised *
6	2 <sup>nd</sup> Revised	*	42	Original		78.1	Original *
7	1 <sup>st</sup> Revised		43	Original		78.2	Original *
8	2 <sup>nd</sup> Revised		44	1 <sup>st</sup> Revised		79	Original
9	2 <sup>nd</sup> Revised		45	Original		80	3 <sup>rd</sup> Revised
10	2 <sup>nd</sup> Revised		46	Original		81	4 <sup>th</sup> Revised
11	1 <sup>st</sup> Revised		47	1 <sup>st</sup> Revised	*	82	3 <sup>rd</sup> Revised
12	2 <sup>nd</sup> Revised		48	Original		83	4 <sup>th</sup> Revised
13	2 <sup>nd</sup> Revised		49	Original		84	3 <sup>rd</sup> Revised
14	1 <sup>st</sup> Revised		50	Original		85	4 <sup>th</sup> Revised
15	2 <sup>nd</sup> Revised		51	Original		86	2 <sup>nd</sup> Revised
16	1 <sup>st</sup> Revised		52	Original		87	4 <sup>th</sup> Revised
17	1 <sup>st</sup> Revised		53	Original		88	3 <sup>rd</sup> Revised
18	1 <sup>st</sup> Revised		54	Original		89	4 <sup>th</sup> Revised
19	2 <sup>nd</sup> Revised		55	Original		89.1	3 <sup>rd</sup> Revised
20	2 <sup>nd</sup> Revised		56	Original		89.2	Original
21	2 <sup>nd</sup> Revised		57	Original		90	5 <sup>th</sup> Revised
22	2 <sup>nd</sup> Revised		58	2 <sup>nd</sup> Revised		91	4 <sup>th</sup> Revised
23	1 <sup>st</sup> Revised		59	2 <sup>nd</sup> Revised		92	3 <sup>rd</sup> Revised
24	2 <sup>nd</sup> Revised		60	1 <sup>st</sup> Revised		93	4 <sup>th</sup> Revised
25	2 <sup>nd</sup> Revised		61	1 <sup>st</sup> Revised		94	1 <sup>st</sup> Revised
26	2 <sup>nd</sup> Revised		62	1 <sup>st</sup> Revised		95	2 <sup>nd</sup> Revised
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28	Original		64	2 <sup>nd</sup> Revised		97	3 <sup>rd</sup> Revised
29	Original		65	1 <sup>st</sup> Revised		98	4 <sup>th</sup> Revised
30	Original		66	3 <sup>rd</sup> Revised	*	99	1 <sup>st</sup> Revised
31	Original		67	2 <sup>nd</sup> Revised		100	Original
32	Original		68	2 <sup>nd</sup> Revised		101	3 <sup>rd</sup> Revised
33	Original		69	1 <sup>st</sup> Revised		102	2 <sup>nd</sup> Revised
34	Original		70	2 <sup>nd</sup> Revised		103	2 <sup>nd</sup> Revised
35	1 <sup>st</sup> Revised		71	2 <sup>nd</sup> Revised		104	4 <sup>th</sup> Revised
36	Original		72	1 <sup>st</sup> Revised		105	Original
						105.1	3 <sup>rd</sup> Revised

\* - Indicates pages included with this filing.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONSAccess Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Usage is measured as set forth in Section 3.6.1.

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating or terminating traffic between an End Office and the Customer's Point of Termination.

Affiliate

The term "affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges

- A. All bills are presumed accurate and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, the specific items on the bill being disputed, the specific reason for disputing that charge, and all necessary supporting documentation. Generic allegations, such as those regarding noncompliance with FCC Rules or Orders, e.g., "billing does not comply with the FCC's USF/ICC Order" are insufficient. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.

## 1. Initial Dispute Period

The initial dispute period is the first 30 days immediately following receipt of a good faith billing dispute. During the initial dispute period, the Customer and the Company will work together to resolve issues in a timely manner. The Customer and the Company shall also determine whether the dispute is a routine dispute or a compliance dispute.

## 2. Routine Disputes

Routine disputes, such as disputes involving billing errors (e.g., the appearance of errors in usage data, billed rates that do not match the tariff, etc.), will be resolved within 30 days whereby the Company will issue credits or uphold billed charges.

*Material previously located on this page now appears on Page 40.1*

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

## 2.10 Billing and Payment for Service (Continued)

## 2.10.4 Disputed Charges (Continued)

## A. (Continued)

## 3. Compliance Disputes

Compliance disputes are where the Customer and the Company disagree about the lawfulness of this tariff or the tariff's application to the traffic exchanged between the Customer and the Company. The Customer and the Company will work together to resolve this disagreement during the initial dispute period. If, however, at the end of the initial dispute period the Customer and the Company have conflicting and irreconcilable interpretations in connection with this tariff and its compliance with the provisions of the FCC's CLEC switched access rate regulations (47 CFR §61.26), including the provisions contained in the CAF Order (FCC 11-161) and subsequent decisions/clarifications, the Customer will utilize the FCC's complaint process (47 CFR. §§ 1.720 – 1.740) to challenge the lawfulness of this tariff. The Customer will initiate the FCC complaint within 30 days of the end of the initial dispute period. If the Customer fails to initiate such a complaint within that 30 day period, any dispute based on the conflicting understanding between the parties will no longer be considered a good faith dispute and will instead be considered nonpayment and the provisions for such nonpayment in this tariff, including accumulation of late payment fees and discontinuance of service, will apply.

- B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

*Material appearing on this page was previously located on Page 40.*

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

## 2.14 Cancellation by Company (Continued)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.

The provisions of 2.14.3(a) above shall not apply to charges that a Customer does not pay based on a good faith dispute pursuant to 2.10.4 herein. (C)  
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- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

- (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

- (e) For use of telephone service for any property or purpose other than that described in the application.

- (f) For Customer's breach of any contract for service between the Company and the Customer.

- (g) For periods of inactivity in excess of sixty (60) days.

2.14.4 If the Company discontinues service, it will no longer route any traffic that uses the Customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic, and it is the obligation of the discontinued Customer to provide for alternate routing of traffic originating from or terminating to the Company's network. (C)  
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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Rate Categories (Continued)

## 3.3.1 Switched Transport (Continued)

## D. Switched Transport TST Rate Category

Customers may connect with the Company's Access Tandem on a direct basis (i.e., by choosing to purchase Access Tandem ports dedicated to the sole use of that Customer) or on an indirect basis (i.e., by choosing not to purchase Access Tandem ports dedicated to the sole use of that Customer).

Tandem Switched Transport (TST) provides the common, or shared, transmission facilities between a third party Access Tandem, for example, and a Company Access Tandem (on indirect basis tandem connections only) and between a Company Access Tandem and End Offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers.

The TST rate category is composed of the rate elements set forth in (1) through (4), following based on the functions performed.

## (1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport – Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

## (2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is provided for trunkside services.

## (3) Dedicated Tandem Trunk Port

A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the Customer side of the Access Tandem when the Customer utilizes tandem routing. The DTTP rate will always be billed on a per minute equivalent basis pursuant to Section 3.6.A herein.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. Monthly Rates - Monthly rates are typically flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates for certain dedicated services will be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage factor of 216,000 MOU per DS1-equivalent circuit per month.<sup>1</sup> (T)  
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- B. Usage Rates - Usage rates are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges - Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

<sup>1</sup> The CLEC's ability to establish its own rate structure is affirmed in FCC 01-146 and FCC 04-110. 216,000 is based on the well-documented 9,000 MOU per DS0 per month factor used by the FCC for many years. Dedicated services assessed on a per MOU basis will have rates benchmarked based on the location of the end user and, consequently, the ILEC that would otherwise provide access services associated with that end user, rather than the location of the dedicated service (see FCC 04-110 at 24).

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

- 3.6.4 In order to comply with the FCC's benchmarking rule, Wide Voice, like the Incumbent LECs, has tariffed two separate sets of rates for tandem-switched transport. One rate applies for traffic terminating to a Company-affiliated price cap ILEC end office, and the other applies for traffic terminating to any other terminating carrier/provider. The terminating Tandem-Switched Transport rate schedules are thus bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates<sup>1</sup> apply to terminating traffic traversing a Company Access Tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.<sup>2</sup>

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<sup>1</sup> Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).

<sup>2</sup> Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in Commission Rules 51.907(g)(2) and 51.907(g).



## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.4 (Continued)

These rates comply with the benchmarking rule<sup>3</sup> because the Standard rates are precisely the same rates that the competing ILEC would charge if it was performing the tandem-switched transport functions for traffic terminating to any non-price cap LEC terminating carrier/provider. The Affil PCL rates – now zero after step 7 -- are precisely the same rates the competing ILEC would charge if it was performing the tandem-switched transport functions for traffic terminating to an affiliated price cap LEC end office.

Again, the competing ILECs in the territories where Wide Voice offers tandem switched transport services have tariffed two separate rates for such services; one applicable to traffic terminating to an end office served by that ILEC or by its price-cap ILEC affiliates, and the other applicable to traffic terminating to any other end office (including, among other things, end offices served by a price cap ILEC that is not an affiliate of the ILEC operating the tandem switch; and end offices served by a non-ILEC affiliate of the ILEC operating the tandem switch). One rate applies for traffic terminating to a Company-affiliated price cap ILEC end office, and the other applies for traffic terminating to any other end office. Since the ILEC rates classify traffic based on both the affiliation and the regulatory status of the company operating the end office switch, Wide Voice must also take both of these factors into account in complying with the benchmark rule.

<sup>3</sup> Section 61.26(b), (c), and (f), which provide in relevant part as follows:

(b) [A] CLEC shall not file a tariff for its interstate switched exchange access services that prices those services above the higher of:

(1) The rate charged for such services by the competing ILEC or

(2) ... (i) The benchmark rate described in paragraph (c) of this section

(c) The benchmark rate for a CLEC's switched exchange access services will be the rate charged for similar services by the competing ILEC. ...

(f) If a CLEC provides some portion of the switched exchange access services used to send traffic to or from an end user not served by that CLEC, the rate for the access services provided may not exceed the rate charged by the competing ILEC for the same access services ....

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.6 Rate Regulations (Continued)

## 3.6.4 (Continued)

To be perfectly clear, and to avoid any ambiguity regarding how Wide Voice applies its bifurcated tandem-switched transport rates, the following tandem-end office combinations show what tandem-switched transport rates will be applied when Wide Voice is either the end office service provider, the tandem service provider, or both.

Terminating carrier/provider	Tandem Provider	Tandem/Transport Rates
Wide Voice	Wide Voice	Standard
Wide Voice	Unaffiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Affiliated Price Cap LEC	Standard (as tariffed by the price cap LEC)
Wide Voice	Unaffiliated CLEC	Standard (as tariffed by the CLEC)
Wide Voice	Affiliated CLEC	Standard (as tariffed by the CLEC)
Unaffiliated Price Cap LEC	Wide Voice	Standard
Affiliated Price Cap LEC	Wide Voice	Affil PCL
Unaffiliated CLEC	Wide Voice	Standard
Affiliated CLEC	Wide Voice	Standard
Unaffiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Affiliated IPES (Wide Voice hosted)	Wide Voice	Standard
Unaffiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated IPES (not hosted by Wide Voice)	Wide Voice	Standard
Affiliated CMRS	Wide Voice	Standard
Unaffiliated CMRS	Wide Voice	Standard