

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

Introduction  
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CINCINNATI BELL EXTENDED TERRITORIES LLC

REGULATIONS AND SCHEDULE OF RATES AND CHARGES  
APPLYING TO CERTAIN LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF OHIO

CASE NUMBER 11-2968-TP-ATA

CASE NUMBER 90-9301-TP-TRF

THIS LOCAL SERVICE TARIFF, PUCO NO. 1  
CANCELS, SUPERSEDES, AND REPLACES THE COMPANY'S  
EXCHANGE SERVICES TARIFF, PUCO NO. 1  
IN ITS ENTIRETY

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Cincinnati Bell Extended Territories LLC to customers within the state of Ohio pursuant to PUCO Case No. 06-1345-TP-ORD. Local exchange services will be provided only in those areas in which a valid interconnection agreement is in effect.

The specific counties in which service is provided are as follows:

Butler  
Clark  
Clinton  
Greene  
Miami  
Montgomery  
Preble  
Warren

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APPLICATION OF TARIFF

The specific exchanges where the Company provides local exchange services are as follows:

Beavercreek  
Bellbrook  
Centerville  
Dayton  
Englewood  
Fairborn  
Franklin  
Lebanon  
Mason  
Miamisburg - West Carrollton  
Middletown  
Monroe  
Morrow  
Oxford  
South Lebanon  
Springfield  
Tipp City  
Trenton  
Trotwood  
Troy  
Vandalia  
Xenia  
Wilmington

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Issued: May 17, 2011

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LIST OF TARIFFS

ACCESS SERVICE TARIFF, PUCO NO. 2

LOCAL SERVICE TARIFF, PUCO NO. 1

The tariffs listed above contain the rates and regulations governing the furnishing of the respective services of Cincinnati Bell Extended Territories LLC in Ohio and are on file with the Public Utilities Commission of Ohio.

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Issued: May 17, 2011

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Issued: May 17, 2011

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EXPLANATION OF SYMBOLS

- (C) Indicates changed regulation
- (D) Indicates discontinued rate or regulation
- (I) Indicates increase in rate
- (M) Indicates matter relocated without change
- (N) Indicates new rate or regulation
- (R) Indicates reduction in rate
- (T) Indicates a change in text but not in rate or regulation

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Issued: May 17, 2011

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In accordance with  
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Issued: May 17, 2011

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DEFINITIONS

A. Basic Local Exchange Service (“BLES”)

Basic Local Exchange Service has the same meaning as set forth in Section 4927.01(A)(1), Ohio Revised Code.

B. Central Office

A switching unit, in a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks. More than one central office may be located in the same building.

C. Class of Service

Exchange service described by the use to be made of such service. The Company furnishes two classes of service, nonresidence and residence. Pay telephone access lines are treated the same as nonresidence service unless otherwise noted in this tariff.

D. Commission

The Public Utilities Commission of Ohio (“PUCO”)

E. Communications Systems

Channels and other facilities which are capable of telecommunications between customer-provided terminal equipment or Company-provided terminal equipment, when not connected to exchange and long distance message telecommunications service.

F. Company

Cincinnati Bell Extended Territories LLC (“CBET”)

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DEFINITIONS

G. Continuous Property

The plot of ground, together with any buildings thereon, occupied by the customer, which is not separated by public highways or by property occupied by others. Where a customer occupies properties on both sides of a street, alley, highway, body of water, railroad right of way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the customer furnishes all local distribution pole line facilities or underground conduit required in connection with the wire or cable.

For the purpose of determining the application of charges, continuous property is additionally defined as follows when apartments, office buildings, or shopping center malls occupied by more than one customer are involved:

For residence service, the apartment occupied by the customer.

For nonresidence service, the space (single office, or two or more offices on same or different floors) occupied by the customer, whether or not separated by space occupied by others, except that when the customer vacates the space from which service is being relocated, the relocation is considered to involve non-continuous property.

H. Contract

The service agreement between a customer and the Company under which facilities for the use of the customer are furnished in accordance with the provisions of this tariff.

I. Customer

The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

J. Customer-Provided Terminal Equipment

Devices or apparatus and their associated wiring provided by a customer, which do not constitute a communications system and which, when connected to the communications path of the telecommunications system, are connected either electrically, acoustically, or inductively.

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DEFINITIONS

K. Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings. The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, residential, commercial, shopping center and campus situations.

1. Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

2. Multiunit Installations

In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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DEFINITIONS

L. Exchange

A unit established for the administration of telecommunications service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

M. Exchange Access Line

Denotes all equipment and facilities from the central office line up to and including the Company provided and maintained network interface or demarcation point on a customer's premises, encompassing the central office line and all lines connected to a central office line for access to an exchange.

N. Exchange Service

The service of furnishing facilities for telecommunications within a local service area, in accordance with regulations, rates, and charges specified in this tariff.

O. Flat Rate Service

Customer exchange service for which a stipulated monthly rate is charged, covering all local message use within a defined area.

P. Initial Charge (Nonrecurring Charge)

A nonrecurring charge associated with the installation of certain services or facilities, either in lieu of or in addition to recurring monthly charges or other service type charges.

Q. Initial Service Period

The minimum length of time a customer is obligated to pay for service, facilities, or equipment whether or not retained by the customer for that minimum length of time.

R. Inside Wire

The wire, including connectors, blocks, and jacks, which extends between the network interface or demarcation point of the exchange access line and standard jack locations within the customer's premises to which terminal equipment can be connected for access to the exchange access line.

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Issued: May 17, 2011

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DEFINITIONS

S. Local Calling Area

The Local Calling Area is defined by exchange and is the geographical area within which a customer may make flat rate local calls and where long distance charges do not apply.

T. Local Channel

The portion of a circuit which connects a station with an interoffice channel

U. Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect, and coin return tones) to control the operation of switching machines in the telecommunications system.

V. Network Interface Device (NID)

A jack conforming to Sub-part F of Part 68 of the FCC's rules provided by the Company as part of the Local Exchange Carrier (LEC) network. It will be located on the customer premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)

W. O.A.C.

Ohio Administrative Code

X. O.R.C.

Ohio Revised Code

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DEFINITIONS

Y. Per Call Number Privacy

Per Call Number Privacy enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. Disclosure of the calling party's number can be prevented by dialing a preassigned access code before making the call. This action must be repeated each time a call is made to prevent disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Number Privacy is included as part of BLES.

Z. Service Agreement

Company provided document containing the terms, conditions, and pricing for detariffed telecommunications services. Service Agreements are available on the Company's web site.

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DEFINITIONS

AA. Service Area

Services Areas classify the exchanges served by the Company to reflect the service availability and applicable rates for the exchange because the availability of certain services is limited in certain areas due to the availability of specific facilities and the method of service provisioning. The Company has two Service Areas.

1. Service Area A

The following exchanges are in Service Area A:

Lebanon  
Mason  
Morrow  
South Lebanon

2. Service Area B

The following exchanges are in Service Area B.

Beavercreek  
Bellbrook  
Centerville  
Dayton  
Englewood  
Fairborn  
Franklin  
Miamisburg - West Carrollton  
Middletown  
Monroe  
Oxford  
Springfield  
Tipp City  
Trenton  
Trotwood  
Troy  
Vandalia  
Xenia  
Wilmington

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DEFINITIONS

BB. Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use. This will be no later than five days following the request, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

CC. Station

The network control signaling unit and other equipment at the customer premises which enables the customer to establish the communications connection and to accomplish communications through such connections.

DD. Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

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Issued: May 17, 2011

Effective: May 17, 2011

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REGULATIONS

A. GENERAL

The regulations in this section apply to all services contained within this tariff unless otherwise noted.

Revisions to this tariff which affect neither the service to customers nor the rate, classification, or charge to customers are authorized without further order of the Commission. Each revision will be effective on the date shown on the revised tariff sheets covering such changes. Such revisions include:

Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, and Explanation of Symbols in the Introduction Section;

Rearrangements or corrections in references, headings, or numerical designations; and

Changes to reflect revisions in names of other companies and in the names of exchanges of other companies.

All services offered by the Company in its tariffs will be provided where technically feasible and provisions are in place to provide such services.

This tariff does not permit, by a certified local exchange carrier or any other entity, the purchase of local residential service for resale as nonresidence service. Such resale is prohibited.

All services in this tariff are available for resale by PUCO certified Competitive Local Exchange Carriers (CLECs) on a non-discriminatory basis at the rates and charges shown in this tariff, unless otherwise noted in this tariff.

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Issued: May 17, 2011

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REGULATIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY

1. Liability Limitations

Approval of language contained in this tariff by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

3. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

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Issued: May 17, 2011

Effective: May 17, 2011

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In accordance with  
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REGULATIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

4. Service Irregularities and Interruptions

The services and facilities furnished by the Company subject to the terms, conditions, and limitations herein specified.

The Company incorporates, by reference, and will adhere to the guidelines for subscriber billing adjustments for BLES, as found in Chapter 4901:1-6-12 O.A.C.

No credit allowance will be made for interruptions due to electric power failure where the customer is responsible for providing electric power.

Credit allowance for interruptions of pay telephone service lines, or other usage based service will not affect the number of local messages or usage to which the customer is entitled during a given billing period.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, 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 or error, or defect in transmission occurs.

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

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Issued: May 17, 2011

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REGULATIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

5. Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

6. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing such equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to the Company in good condition, except for reasonable wear and tear.

2. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire

a. General

Terminal equipment, communications systems, protective circuitry, and inside wire provided by the customer may be connected at the customer's premises to telecommunications services furnished by the Company where such connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations and any Company tariffs and/or service agreements, as are now in effect or may become effective.

b. Responsibility of the Customer

The customer will be responsible for the installation, operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. No combinations of customer-provided terminal equipment, communications systems, or inside wire shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment, communications system, or inside wire is causing such hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The customer will be responsible for the payment of a Maintenance of Service Charge as provided in the Company's service agreements for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment, communications system, or inside wire.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire  
(Continued)

b. Responsibility of the Customer (Continued)

The Customer assumes the risk of loss of service, damage to property or death or injury of the Customer or the Customer's agent with respect to operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire.

c. Responsibility of the Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company will not be responsible for:

The through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in such transmission, or

the reception of signals by customer-provided terminal equipment or communications systems, or

address signaling where such signaling is performed by customer-provided signaling equipment.

The Company will, at the customer's request, provide information concerning interface parameters needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire  
(Continued)

d. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Part C.2., the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff and the Company's service agreements.

e. Connection of Registered Equipment

Registered Equipment denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected at the customer premises to the telecommunications network, subject to FCC Part 68.

f. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to the furnishing of service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges. Any change in rates or regulations authorized by legally constituted authorities acts as a modification of all contracts to that extent, subject to Commission notice requirements.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due has been paid in full.

A contract for service may be transferred to another member of the family in the case of residence service and to another individual, partnership, association, or corporation in the case of nonresidence service. No billing adjustment for local exchange service previously furnished will be made, and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to transfer service that is transferred in accordance with these provisions.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Application of Nonresidence and Residence Rates

Although the location of a customer's telephone service or the type of directory listing desired may in most cases serve as a satisfactory basis for determining whether nonresidence or residence rates apply, final determination will be based on the criteria in this Part D.2.

a. Nonresidence Rates

Telephone service is classified and charged for as nonresidence when a nonresidence listing is furnished. Telephone service is also classified and charged for as nonresidence when:

1. The service is:

- a. Used regularly in the pursuit of monetary gain from an occupation, commercial activity, or industrial effort; or
- b. Used primarily in conjunction with a nonprofit activity of a service, organizational, professional, institutional, or charitable nature; or
- c. Advertised regularly for the purpose of soliciting calls to the customer's telephone number;

and

2. The customer is not:

- a. A customer of other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged; or
- b. An employee or a representative of a customer to other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Application of Nonresidence and Residence Rates (Continued)

b. Residence Rates

Telephone service is classified and charged for as residence at all residences when the conditions requiring a nonresidence classification as set forth in Part D.2.a. preceding are not present.

Telephone service is also classified and charged for as residence when furnished at any location as an access to a repeater control and/or autopatch facility of a bona fide amateur radio operator, organization, or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97. The Company may request a copy of the amateur radio station license prior to the installation of service.

When it is determined that a residence service customer is using the service in such a manner that it should be classified and charged for as nonresidence service under the above provisions, the Company will reclassify the service of the customer to nonresidence and bill the customer the appropriate nonresidence rates. In the event the customer refuses to pay the applicable nonresidence rates, the Company may temporarily deny or discontinue the service under the provisions of this tariff applicable to payment for service.

3. Conversion of Nonresidence Service to Residence

This tariff does not permit the purchase of local residential service for use or resale as nonresidence service. The Company may limit conversions of nonresidence service to residence in accordance with this restriction.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Deposits

The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. With respect to BLES, such deposit will be in accordance 4901:1-6-12 O.A.C. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations concerning advance payments and the prompt payment of bills on presentation. When the contract is terminated, the amount of the deposit and any accrued interest as required by law is credited to the customer's account and any credit balance which may remain is refunded. The Company will review annually each active account for which a deposit is being held and will refund the deposit plus accrued interest as required by law for qualified customers in the form of a check or credit.

5. Telephone Numbers

The Company will administer telephone numbers in keeping with the rules and requirements of this Commission and the Federal Communications Commission and in accordance with the procedures established by the North American Plan Numbering Administrator (NANPA) and the Number Pooling Administrator. The customer has no property right to the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

6. Payment for Service

The Company incorporates, by reference, and will adhere to the billing requirements for BLES in Chapter 4901:1-6-12 O.A.C.

Bills are rendered monthly and include charges for local service for the current service month and any applicable usage charges.

A subscriber's bill will not be due earlier than 21 days from the bill date printed on the bill. If the bill is not paid by the due date, it then becomes past due. The customer is responsible for payment monthly and in accordance with the 21 day provision for payment, of all charges for facilities and services furnished the customer, including charges for services originated or charges accepted at such facilities.

Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Part D.7. of this section. Service will not be denied prior to seven days from the postmark on the notice.

A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one time charge in effect at the time the work is completed by the Company.

Customers who do not pay for service in accordance with this section may be assessed a Late Payment Fee and/or a Returned Check Charge as described in the Company's service agreements for local telephone services.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. Denial or Disconnection of Service

The Company incorporates by reference, and will adhere to Chapter 4901:1-6-12 O.A.C. regarding the denial and/or disconnection of BLES.

Service may be disconnected or refused when any of the following conditions exist:

Violation of or noncompliance with the PUCO's regulations governing service supplied by the Company;

Failure to comply with municipal ordinances or other laws pertaining to telecommunications services;

Refusal by the subscriber to permit the Company necessary access to its facilities or equipment;

Failure to establish credit or make a deposit, when requested, for initial, current, or additional service;

When an emergency may threaten the health or safety of a person, a surrounding area, or the Company's distribution system;

In the event of a subscriber's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers;

In the event of tampering with any facilities or equipment furnished and owned by the Company;

Violation of or noncompliance with the Company's rules or tariffs on file with the Commission.

The Company will provide advance notice before service is refused, temporarily denied, or disconnected except where the customer tampers with the Company's equipment, the use or misuse of the Company's service and/or equipment adversely affects service to other customers, or to mitigate or avoid a safety hazard.

The Company, under the provisions in of this Part D.7, may either temporarily deny service or terminate the contract without incurring any liability.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. Denial or Disconnection of Service (Continued)

If a subscriber or a member of the subscriber's household demonstrates that disconnection of service would be especially dangerous to his or her health, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements will be offered regardless of the credit class of the subscriber.

Customers whose service is temporarily denied may be assessed a Restoral of Service Charge as shown in Section 3 of this tariff or as shown in the Company's service agreements for local telephone services.

The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment, or violation of any law or regulation pertaining to telecommunications service.

Service may not be refused, denied or disconnected for any of the following reasons:

Delinquency in payment for service by a previous occupant at the premises to be served, other than a current member of the same household;

Failure to pay for a class of service different from that being provided to the location of the account;

Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

8. Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its tariffs and service agreements. The customer is responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the customer.

The customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any equipment or facilities which the Company maintains or repairs without the express consent of the Company.

If trouble develops and the customer has any equipment or facilities which the Company does not maintain or repair, the customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out-of-service or other trouble condition to the Company.

E. INITIAL SERVICE PERIOD

The initial service period for service and facilities is one month on the same continuous property.

A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge, as specified in Part F of this section, applies at the old location if the move occurs prior to the expiration of the initial service period.

F. DIRECTORIES

The Company will furnish to its customers without charge only the directories required by Chapter 4901:1-6-12 O.A.C.

G. COMMISSION SERVICE STANDARDS

The Company will provide service in compliance with the Chapter 4901:1-6 O.A.C. as now in effect or may become effective.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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BASIC LOCAL EXCHANGE SERVICE

A. GENERAL

Basic Local Exchange Service (BLES) is provided in accordance with Ohio Revised Code Chapter 4927, 4901:1-6-12 Ohio Administrative Code (O.A.C.), and 4901:1-6-14 O.A.C. BLES lines include the serving central office line equipment and all outside plant facilities, including the network interface necessary to connect the serving central office to the customer's premises.

BLES is available only in Service Area A. BLES is not available in Service Area B.

The pricing, terms, and conditions in this section apply only to BLES. See the Company's residence and nonresidence Service Agreements for the pricing, terms, and conditions applicable to additional lines, bundles, measured service, and nonresidence service with four or more lines, and other non-BLES services.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

Section 3  
Original Page 2

BASIC LOCAL EXCHANGE SERVICE

B. TERMS AND CONDITIONS

1. Use of BLES

BLES, as distinguished from pay telephone service lines, is furnished only for use by the customer, the customer's family, employees or representatives, persons residing in the customer's household, or guests of the customer, except as the use of the service may be extended to:

Patrons, as opposed to tenants, of the customer where the use of the service by the patron is incidental to his patronage of the customer, provided no charge is made by the customer for such use.

Patrons of the customer, and to the public in general, in connection with Automatic Dialing Telephone Units arranged for the origination of calls only to preselected telephone numbers.

Another party on a different premises, to provide for the answering of calls during the customer's absence. Such a termination is furnished only with the understanding that outward calls are not to be placed from it, and on the condition that use of separate exchange service is available to the other party on the same premises.

The Company will refuse to install customer service, or to permit such service to remain on premises where the equipment is located so that the public in general, except as stated in this Part B.1., may make use of the service.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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BASIC LOCAL EXCHANGE SERVICE

B. TERMS AND CONDITIONS (Continued)

2. Local Calling Area

a. Greater Cincinnati - Dayton Local Calling Area

For local calling purposes, the Greater Cincinnati - Dayton Local Calling Area is comprised of the following exchanges in Ohio, Kentucky, and Indiana:

1. Ohio Exchanges

Beavercreek	Gratis	Pitchin
Bellbrook	Hamilton	Pleasant Hill
Bethany	Harrison	Port William
Bethel	Jamestown	Reily
Blanchester	Laura	Sabina
Bowersville	Lebanon	Seven Mile
Brookville	Lewisburg	Shandon
Butler	Liberty	South Charleston
Catawba	Little Miami	South Lebanon
Cedarville	Martinsville	South Vienna
Centerville	Mason	Springfield
Christiansburg	Medway	Spring Valley
Cincinnati	Miamisburg-West Carrollton	Tipp City
Clarksville	Middletown	Tremont City
Clermont	Monroe	Trenton
Covington	Morning Sun	Trotwood
Dayton	Morrow	Troy
Donnelsville	New Burlington	Urbana
Englewood	New Carlisle	Vandalia
Enon	New Lebanon	Waynesville
Fairborn	New Vienna	West Alexandria
Farmersville	Newtownsville	West Milton
Fayetteville	North Hampton	Williamsburg
Felicity	Oxford	Wilmington
Franklin	Phillipsburg	Xenia
Germantown	Piqua	Yellow Springs-Clifton

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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BASIC LOCAL EXCHANGE SERVICE

B. TERMS AND CONDITIONS (Continued)

2. Local Calling Area (Continued)

a. Greater Cincinnati - Dayton Local Calling Area (Continued)

2. Kentucky Exchanges

Alexandria  
Boone  
Butler  
Falmouth  
Glencoe  
Independence  
Kentucky Metropolitan  
Walton  
Warsaw  
Williamstown

3. Indiana Exchanges

Peoria  
West Harrison

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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BASIC LOCAL EXCHANGE SERVICE

B. TERMS AND CONDITIONS (Continued)

2. Local Calling Area (Continued)

b. Local Calling Area by Exchange

1. All Exchanges except Middletown, Monroe, Oxford, and Trenton

The flat rate local calling area is the Greater Cincinnati - Dayton Local Calling Area as defined in this section.

2. Middletown, Monroe, Oxford, and Trenton Exchanges

The flat rate local calling area is the Greater Cincinnati - Dayton Local Calling Area as defined in this section plus the College Corner exchange in Indiana.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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BASIC LOCAL EXCHANGE SERVICE

C. RATES AND CHARGES

1. Service Area A

a. BLES Monthly Rates

<u>Exchange</u>	<u>Residence</u>	<u>Nonresidence</u>
All Exchanges except Lebanon	\$24.95	\$53.50 (1)
Lebanon	29.99	58.70 (1)

b. BLES Nonrecurring Charges

1. To Establish a BLES Line, per Line	25.70	49.75
2. Restoral of Service Charge, per Line	18.30	18.30

Note: The restoral of service charge applies when a customer's service has been temporarily denied in accordance with Section 2, Part D.7. of this tariff, but the contract has not been terminated or the order to remove service has not been issued and completed. Service will be restored following adjustment of the circumstances that caused the temporary denial. If service has been denied for non-payment of charges due, the customer must pay all charges due, and the customer may also be required to pay the Restoral of Service Charge. Otherwise, the Restoral of Service Charge will be due as part of the first bill issued to the customer after restoration. Temporary denial status will be maintained for a minimum period of five days and throughout the period the customer receives warm line service in accordance with 4901:1-6-13 O.A.C., after which, service will be discontinued. Subsequent to the completion of the disconnect order, service will be reestablished only upon the basis of a new service application.

2. Service Area B

BLES is not available in Service Area B.

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Issued: April 27, 2016

Effective: May 1, 2016

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 90-9301-TP-TRF

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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PAY TELEPHONE ACCESS LINES

A. SERVICE AVAILABILITY

Pay Telephone Access Lines are available in Service Area A except in the Lebanon Exchange.

Pay Telephone Access Lines are not available in Service Area B.

B. GENERAL

Pay telephone access lines are provided to payphone providers for use with customer-provided coin operated telephone equipment (payphone instruments that accept coins), customer-provided coinless telephone equipment, and inmate service telephone instruments that provide restricted calling service at penal institutions and other institutions of confinement.

The customer for pay telephone access lines is the payphone provider which is the individual or organization who subscribes to the pay telephone access line. Any party purchasing pay telephone access lines must be properly registered with the State of Ohio.

Pay telephone access lines are provisioned either for use with smart sets or dumb sets. The customer must specify to the Company which option it is choosing at the time of the placement of the initial order.

Telephone instruments and service enhancing facilities are furnished by the payphone provider.

Pay telephone access lines include the following features at no additional charge:

Billed Number Screening Service  
Originating Line Number Screening Service  
Touch Tone Capability

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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PAY TELEPHONE ACCESS LINES

C. TERMS AND CONDITIONS

Failure to comply with this tariff or any related rule or order approved by this Commission or the FCC shall be grounds for disconnection. Pay telephone access lines may be denied or disconnected in accordance with Section 2, Part D.7. of this tariff. If service is temporarily denied, the customer must pay the nonresidence Restoral of Service Charge specified in Section 3, Part C.1.b.2. of this tariff for service to be restored.

The customer is responsible for the installation, operation and maintenance of customer-provided public telephones used in connection with pay telephone access lines.

Customer-provided public telephones and equipment must be either registered in compliance with Part 68 of the FCC's Rules and Regulations or connected to the network behind an FCC-registered coupler.

Pay telephone access lines cannot be included on accounts containing other classes of service. A separate account is required for this offering at each location.

The local calling area for pay telephone access lines in a given exchange is the local calling area specified in Section 3, Part B.2. of this tariff for that exchange

Customer-provided public telephone service instruments are not required to receive incoming calls.

The pay telephone access line customer will be charged for Directory Assistance (DA) calls made over the pay telephone access lines to which the customer subscribes. (See the Company's Nonresidence Service Agreement - Local Telephone Services for the rates, terms and conditions for these DA services.)

Pay telephone access lines do not include International Blocking Service (IBS). IBS is provided out of the Company's Access Service Tariff, PUCO No. 1.

Directory listings are not provided with pay telephone access lines.

The customer will be responsible for payment of a Maintenance of Service Charge as specified in the Company's Nonresidence Service Agreement - Local Telephone Services for visits by a Company employee to the service location when a service difficulty or trouble report results from customer-provided equipment or facilities.

Other service options normally provided are available at normal nonresidence charges where such services are technically feasible.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

Section 4  
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PAY TELEPHONE ACCESS LINES

D. RATES AND CHARGES

1. Service Area A (Note 1)

	<u>Rate</u>
a. Monthly Charges	
1. Pay Telephone Access Line for Smart Sets, per Line - Unrestricted, Two-Way Message Rate Service with 600 local call per month allowance	45.00
2. Pay Telephone Access Line for Dumb Sets, per Line - Restricted, Two-Way Message Rate Service, allows 0+, 0-, 1+, 01+ and 011+ dialing with 600 local call per month allowance	48.00
b. Usage Charges, per Local Message	
Each additional local call beyond the call allowance:	0.08
c. Nonrecurring Charges, per Line	
1. Establishment of Pay Telephone Access Line	49.75
2. Change Pay Telephone Access Line Options	20.00

Note: This charge applies to change between smart and dumb phones. All changes in options apply to the entire month and where possible will be effective with the next bill cycle for the customer.

Note 1: Pay telephone access lines are not available in the Lebanon Exchange.

2. Service Area B

Pay telephone access lines are not available in Service Area B.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

Section 5  
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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

A. GENERAL

211 Community Information and Referral Service (211) is a local telephone exchange communications service that allows local exchange end users to reach the 211 service provider (customer) by dialing only the abbreviated dialing code two-one-one (2-1-1)

211 Service is an intelligent routing service that determines the central office serving the calling party, converts the 211 dialed digits to a Routing Telephone Number (RTN), and then uses the RTN to complete the call over the Public Switched Network to a call center designated by the 211 Service customer.

211 Service is an optional service that may be purchased only by Approved Community Information and Referral Service Providers (Provider) for use in providing community information and referral services to the public by way of voice grade facilities.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

B. TERMS AND CONDITIONS

The Approved Community Information and Referral Service Provider shall make written application for 211 Service to the Company. The application shall identify all central offices where the provider seeks to offer 211 Service. The Approved Community Information and Referral Service Provider may establish 211 Service in all, some, or none of the Company's central offices. However, the Company generally will not provide 211 Service to only a portion of a central office. Generally, 211 Service must be provided throughout the entire central office area. Because telephone central office boundaries do not necessarily match the boundaries used by an Approved Community Information and Referral Provider, providing 211 Service for the entire area served by a central office may result in the Approved Community Information and Referral Service Provider receiving calls from geographical areas it does not serve.

The 211 Service application must include:

Acknowledgement that a new application is required if the Approved Community Information and Referral Service Provider desires to change the telephone number to which the 211 abbreviated dialing code is translated.

The location(s) of the Approved Community Information and Referral Service Provider call center(s) where the 211 calls made from the Company's exchange(s) will be routed.

Acknowledgement that the PUCO's assignment of the 211 abbreviated dialing code may be recalled at any time.

When the Approved Information and Referral Service Provider makes an application for 211 Service in a Company central office, the Approved Information and Referral Service Provider shall supply the Company with a ten (10) digit telephone number for terminating the 211 calls. The Company will configure its network so that all 211 calls within the central office being served are routed to the provided telephone number. This number must terminate within the local calling area of the wire center being served, or otherwise provide for toll free calling to the Provider. If the Provider desires to route calls outside the local calling area of the wire center being served, the Approved Information and Referral Service Provider shall establish foreign exchange service, a toll free telephone number, e.g. an 800 number, or other means to complete the call without charge to the customer placing the 211 call.

The Company will route 211 Service calls originating from end users on its local exchange network whether the end users purchase service directly from the Company or from another Local Exchange Carrier (LEC) reselling Company service.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

B. TERMS AND CONDITIONS (Continued)

The Company can only make 211 Service available to end users who are located within the Company's service area and who are connected to the Company's network. The Approved Information and Referral Service Provider must make arrangements with the appropriate service provider(s), e.g. other LECs or wireless providers, to establish 211 calling for end users located in areas outside the Company's serving area or on other networks, e.g. CLEC or wireless networks.

211 Service is provided on the condition that the Approved Information and Referral Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 211 Service without interfering with or impairing any services offered by the Company. One path is available for each line subscribed to by the Approved Information and Referral Service Provider.

211 Service does not provide calling number information to the Approved Information and Referral Service Provider.

The Approved Information and Referral Service Provider shall develop an appropriate method for responding to 211 Service calls placed in error or due to customer confusion.

The Approved Information and Referral Service Provider shall comply with all present and future rules pertaining to abbreviated dialing codes adopted by the Federal Communications Commission in rulemaking proceedings CC Docket No. 92-105, CC Docket No. 00-256, and otherwise, including any and all requirements to relinquish the 211 abbreviated dialing code in the event of a national assignment contrary to that made by the PUCO.

The customer obligations and indemnification language of Section 2 of this tariff are fully applicable to Approved Information and Referral Service Providers ordering 211 Community Information and Referral Services under this section of the tariff.

211 Service is provided solely for the benefit of the Approved Information and Referral Service Provider. Provision of 211 Service by the Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of creating any Company obligation toward any third person or legal entity other than the Approved Information and Referral Service Provider.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

B. TERMS AND CONDITIONS (Continued)

The Approved Information and Referral Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements, or performances are used in connection with the 211 Service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

The Company reserves the right to deny or disconnect service in accordance with Section 2, Part D.8. of this tariff.

A minimum service period of one month applies to 211 service.

All 211 Service abbreviated dialing code calls shall be local in nature and shall not result in any IntraLATA toll, InterLATA toll, or pay-per-use charges to Company subscribers. 211 Service calls will not result in local measured service charges or Community Connection Service charges where Company subscribers' service plans include such charges as part of their local exchange service.

211 Service calls cannot be placed from the following types of services:

1+ and 0+ Calling  
0-operator Assisted Calling  
101XXXX Calling

Certain equipment, such as coin telephones and PBXs, may need special programming to allow 211 calling.

There is no charge associated with 211 Service.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

C. OBLIGATIONS AND LIABILITY OF THE COMPANY

The Company shall provide 211 Service within thirty (30) days of receipt of the Approved Information and Referral Service Provider's completed application(s) for service.

The Company does not undertake to answer and forward 211 Service calls but furnishes the use of its facilities to enable the Approved Information and Referral Service Provider to respond to such calls at the Approved Information and Referral Service Provider's established call centers.

When a 211 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of the 211 Service call, the quality of the call, or any features that may otherwise be provided with 211 Service.

The Company undertakes no responsibility for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in service. The Approved Information and Referral Service Provider shall make such operational tests as, in the judgment of the Approved Information and Referral Service Provider, are required to determine whether the Company's facilities are functioning properly for the Provider's use. The Approved Information and Referral Service Provider shall promptly notify the Company in the event it believes that the Company's facilities are not functioning properly.

The Company's liability with respect to 211 Service shall be limited to the terms set forth in Section 2, Part B of this tariff.

The Commission's assignment of and the Approved Information and Referral Service Provider's use of the 211 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the Approved Information and Referral Service Provider for any damages that may be incurred or result from national assignment of the 211 abbreviated dialing code.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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811 SERVICE

A. GENERAL

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.

B. TERMS AND CONDITIONS

811 service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

811 calls cannot be placed using 1+ calling, 0+ calling, 0-Operator Assisted Calling, or 101XXXX calling.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2, Part B of this tariff.

There is no charge for 811 Service.

811 calls will not result in local measured service usage charges.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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E911 EMERGENCY NUMBER SERVICES

A. E911 SUBSCRIBER CHARGE

1. General

Enhanced 911 Service (E911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) may receive telephone calls dialed to the telephone number 911.

911 Service is available in all Service Areas.

2. Rates and Charges

Monthly charge per line or trunk (residence and nonresidence (See Notes 1 and 2): 0.12

Note 1: For Centrex customers, the number of E911 charges to be assessed per account will be determined according to the following scale:

<u>Number of Centrex Exchange Access Lines</u>	<u>Number of 911 Charges Per Customer Account</u>
1	1
2-6	2
7-12	3
13-18	4
19-25	5
26-32	6
33-40	7
41-50	8
51-100	15
101-200	20
201-300	30
301-400	40
401-500	50
501-1000	100
1001-2000	150
2001-3000	200
3001-4000	250
4001-5000	300
5000+	400

Note 2: The E911 charge is temporarily waived in the Lebanon Exchange.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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E911 EMERGENCY NUMBER SERVICES

D. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI)

1. General

Private Switch Automatic Location Identification Service (PS/ALI) allows a Private Branch (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).

PS/ALI is available with Primary ISDN PRI.

2. Regulations

PS/ALI is limited to connections with PSAPs served by Cincinnati Bell Telephone Company or AT&T and is furnished subject to the availability of facilities.

Automatic Number Identification (ANI) which is passed to the E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the E911 system.

The emergency agency serving the area may also be involved in order to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from PS/ALI locations will be handled.

The following specifications must be met when provisioning this service:

Subscribers to PS/ALI must meet all Company specifications and requirements for the service.

The PBX switch must be able to transmit ANI using multi-frequency signals. This may require new PBX switches or the retro-fitting of existing PBX switches with interfaces which will work with the E911 system.

The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.

The PBX switch must employ Direct Inward Dial (DID) numbers.

It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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E911 EMERGENCY NUMBER SERVICES

D. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

The PBX switch owner/operator is responsible for assuring that their equipment is compatible with and provisioned for the technical requirements necessary to provide PS/ALI.

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for PS/ALI. The provision of PS/ALI service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.

The rates charged for PS/ALI service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test as, in the judgment of the customer, as required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.

The Company's entire liability to any person for the interruption or failure of PS/ALI shall be limited to the terms set forth in this section, other sections of this tariff, and the Company's service agreements. The Company shall neither be liable for damages resulting from or in connection with its provision of PS/ALI to any customer subscribing to PS/ALI or any person assessing or using PS/ALI, and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in a manner exhibiting wanton and willful disregard of safety or property in providing such services.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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E911 EMERGENCY NUMBER SERVICES

D. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

Each customer agrees to release, indemnify, defend and hold harmless the Company 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 person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right or privacy of any person or persons, 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 PS/ALI features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties assessing 911 services using PS/ALI hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

When an order for PS/ALI and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company. However, such reimbursements to the Company are not to exceed charges which would apply if the work involved in complying with the request had been completed.

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the monthly charges involved will be allowed as covered by this tariff and/or the Company's service agreements.

In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff, service agreement, or contract rate for the service or facilities provided to the customer for the time interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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E911 EMERGENCY NUMBER SERVICES

D. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

For Risk Management purposes the Company strongly recommends that all DID and DID type numbers assigned to the PS/ALI service subscriber be listed in the 911 Database. If the Customer does not include all their numbers in the 911 Database, the Customer's PBX must block the number from entering the 911 network as the point of origination of a 911 call. If a number not included in the 911 Database appears in the Company's 911 system as the point of origination of a 911 call, the Customer will be billed for the time and material used by the Company to investigate the call.

PS/ALI may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber.

When the PBX owner/operator moves service, nonrecurring charges apply as are appropriate.

PS/ALI is offered on a month to month basis at the rates and charges indicated in this section.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA

LOCAL SERVICE TARIFF  
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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E911 EMERGENCY NUMBER SERVICES

D. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

3. Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
a. To Activate Service and Provide Access to 911, Per Arrangement, per Customer	Note 1	N/A	PSOPS
b. Record Entry and Maintenance Service, Per Telephone/DID Number and/or pANI record added to 911 Database. (See Note 2.)	N/A	0.12	PSOEP

Note 1: The Customer will be billed on an individual-case-basis for the time of Company personnel, facilities, and materials expended to activate service with a minimum charge of \$30.00 per arrangement.

Note 2: The Customer will be billed on an individual-case-basis for the time of Company personnel, facilities, and materials expended to investigate 911 calls that appear in the 911 System as calls originating from numbers assigned to the Customer but not included in the 911 Database, as described in this section.

The subscriber to PS/ALI Service must also subscribe to a minimum of 2 lines, trunks or channels that are dedicated to carrying 911 calls only. These lines, trunks or channels may only be used to route calls to the 911 network. The lines, trunks or channels are to be billed at the normal tariff or service agreement rate for such service.

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Issued: May 17, 2011

Effective: May 17, 2011

By: Ted Heckmann, Assistant Secretary  
and Managing Director, Regulatory Affairs

In accordance with  
Case No. 11-2968-TP-ATA