



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA

FILED

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O1 Communications, Inc. (U6065C),

Complainant,

vs.

Cox California Telcom II, LLC (U5684C),

Defendant.

C0909010

Case No. C. _____

COMPLAINT

O1 Communications, Inc. (U6065C) (“O1”) brings this Complaint against Cox California Telcom II, LLC (U5684C) (“Cox”) pursuant to the California Public Utilities Code (“P.U. Code”) § 1702 and Rules 9 *et seq.* of the Rules of Practice and Procedure of the Public Utilities Commission of the State of California (the “Commission”).

I. SUMMARY AND BACKGROUND

1. This Complaint arises due to Cox’s refusal to pay O1’s lawful tariff charges for termination of Cox’s telecommunications traffic in violation of the P.U. Code and Commission decisions. Cox owes these charges pursuant to O1’s Commission-approved California intrastate tariff. The applicable tariff provisions include currently effective Schedule Cal.P.U.C. No. 4-T, Schedules 2 and 4, Original Sheets 10, 11, and 20, and previously effective versions thereof in Schedule Cal.P.U.C. No. 2-T, Schedules 3 and 5, Sheets 15.1 and 18.4 (hereafter “O1’s Intrastate Tariff”). Copies of relevant tariff sheets are attached to this Complaint as Attachment 1.

2. O1 has attempted to resolve this matter by negotiation with Cox but those efforts have not been successful.

3. O1 is a facilities-based competitive local exchange carrier (“CLEC”) offering telecommunications services to business and carriers in California. As a CLEC, O1 provides its customers with the ability to originate and receive local, intraLATA and interLATA dialed calls.

4. In the execution of its responsibilities as a CLEC, O1 terminates (i.e., completes) calls to its customers that are delivered to it by local exchange or IXC carriers whether or not O1 has an interconnection agreement with the originating carrier. In the case of originating carriers with whom O1 has executed interconnection agreements, the traffic is terminated pursuant to such agreements.

5. For calls delivered to it by local exchange or IXC carriers who have not executed interconnection agreements with O1, O1 meets its legal obligation as a CLEC and terminates calls to its customers pursuant to O1’s Intrastate Tariff. In those instances where customers of a carrier with whom O1 does not have direct interconnection call O1 customers, their calls are routed, or “transited,” to O1 through another carrier, typically one of the major incumbent local exchange carriers (“ILECs”) in California.¹ Such “transit traffic” terminated by O1 is subject to O1’s Intrastate Tariff.

¹ All or virtually all of the traffic subject to this complaint terminates to O1 through the networks of one of the major incumbent local exchange carriers in California, either Pacific Bell Telephone Company d/b/a AT&T California (hereinafter “AT&T California”) or Verizon California, Inc (together the “major ILECs”). However, the legal analysis and result regarding the substance of this complaint does not change regardless of the identity of the incumbent local exchange carrier whose network the traffic is transited through for termination to O1.

6. Cox is a competitive local exchange and interexchange carrier duly certificated by the Commission and operating to provide service in California. Cox's customers originate traffic that is delivered to O1 for termination to O1's customers. O1 and Cox do not directly connect their networks. Rather, Cox's traffic is routed to O1 via one of the ILECs with whom both companies interconnect.

II. CATEGORY OF PROCEEDING, NEED FOR HEARING, ISSUES AND PROPOSED SCHEDULE

7. Because this is a formal complaint the proposed category for the proceeding is adjudicatory. An opportunity for hearing is necessary. The issues are:

a. Whether Cox should be ordered to pay the amounts properly due and owing for termination services provided to it by O1 pursuant to O1's lawful, Commission-approved Intrastate Tariff.

b. Whether Cox should be ordered to pay penalties to the State of California for violations of the P.U. Code and Commission decisions.

O1 proposes the following schedule for this proceeding:

Service of Complaint	Day 1
Answer	Day 31
Prehearing Conference	Day 43
Hearings	Days 57 and 58
Briefs	Day 73
Reply Briefs	Day 80

III. PARTIES

8. Complainant O1 is a corporation organized under the laws of the State of California. O1 is authorized by the Commission to provide facilities-based and resold competitive local exchange and interexchange services in California.

9. The address and telephone number for O1 are:

O1 Communications, Inc.
1515 K Street, Suite 100
Sacramento, CA 95814
(916) 554-2100 (telephone)
(916) 554-2180 (facsimile)

10. All pleadings, correspondence, and other communications concerning this complaint should be sent to O1 and its attorneys at the following address:

James M. Tobin
William C. Harrelson
August O. Stofferahn
Tobin Law Group, a Professional Corporation
1628 Tiburon Blvd.
Tiburon, CA 94920
(415) 732-1700 (telephone)
(415) 789-0276 (facsimile)
Email: jim@tobinlaw.us
bill@tobinlaw.us
august@tobinlaw.us

with a copy to:

R. Keenan Davis
General Counsel
O1 Communications, Inc.
1515 K Street, First Floor
Sacramento, CA 95814
(916) 554-2159 (telephone)
(916) 554-2180 (facsimile)
Email: kdavis@o1.com

11. Defendant Cox is a corporation organized under the laws of the State of Delaware. Cox is authorized by the Commission to provide competitive local exchange and interexchange services in California.

12. The address and telephone number for Cox are:

Cox California Telcom II, LLC
2200 Powell Street, Suite 1035
Emeryville, California 94608
(510) 923-6220 (telephone)

IV. JURISDICTION

13. Sections 701, 1702, and 1707 of the P.U. Code provide the Commission with jurisdiction over breaches by California utilities of the P.U. Code and Commission decisions, rules, and policies.

14. O1 is a California public utility subject to the P.U. Code.

15. Cox is a California public utility subject to the P.U. Code.

16. Cox has violated the P.U. Code, O1's Intrastate Tariff, and Commission decisions as set forth below.

V. GENERAL FACTUAL ALLEGATIONS

17. This Complaint involves Cox's refusal to pay O1's lawful tariff rates for terminating traffic that Cox originates and routes for termination to O1 via an incumbent local exchange carrier's network.

18. Cox has failed or refused to pay the charges for termination of its traffic specified in O1's Intrastate Tariff since the December 2005 usage period to the present time.

19. O1 interconnects directly with the major ILECs pursuant to Commission approved interconnection agreements. Similarly, Cox interconnects directly with or otherwise uses the network facilities of one or more ILECs in order to provide its telecommunications services.

20. O1 can identify the carriers originating transit traffic that the carriers terminate to O1 and generate the appropriate invoice by analyzing the call detail record (“CDR”) for each call or by means of a report created by the incumbent local exchange carriers for this purpose, known as Exchange Message Interface or “EMI” records. The incumbent local exchange carriers provide O1 with either a “Category 11” or “Category 50” record² for each call that originates with another local exchange carrier, transits an incumbent local exchange carrier’s network, and terminates to an O1 customer.

21. Using CDRs, Category 11 or Category 50 records provided by the incumbent local exchange carriers, O1 invoices Cox the appropriate termination charges for termination at the rates set forth in O1’s Intrastate Tariff.

22. O1 filed its currently effective Intrastate Tariff for the termination of traffic by Advice Letter No. 74, filed on August 10, 2009 and effective on September 10, 2009. Advice Letter No. 74 was not protested by any party or suspended by the Commission staff. The rates, terms, and conditions contained in the Intrastate Tariff

² Category 11 or Category 50 records reflect calls transiting an incumbent local exchange carrier’s network to O1 from another carrier. Category 11 records are currently the industry standard for transit traffic identification. The Category 50 records were the prior industry standard. Verizon California, Inc. uses Category 11 but AT&T California continues to use Category 50 records for transit traffic it delivers to facilities-based local exchange companies, such as O1. These records are generated when, for example, a Cox customer places a call that is switched through AT&T California’s network and terminates to an O1 customer. In this example, AT&T California will bill Cox the appropriate charges for the switching and transport of Cox’s traffic and AT&T California will then send O1 a Category 50 Record, which gives O1 the information necessary to bill Cox the terminating charges for this call. The originating local exchange carrier is identified by its Official Company Number (“OCN”) in the call record at fields 167-170. Transit traffic can be identified because the record contains an OCN other than the carrier that is providing the record. For example, when AT&T California provides O1 with a Category 50 record that identifies Cox’s OCN, then O1 can tell that this call record reflects traffic that was originated by Cox and transited by AT&T California. O1 is able to segregate that traffic from traffic originated by AT&T California or other carriers and separately invoice the true originating carrier.

became effective, were lawfully approved by the Commission, and are presumptively just and reasonable. As the Intrastate Tariff indicates, the rates set forth in Schedule Cal.P.U.C. No. 4-T, Schedules 2 and 4, Original Sheets 10, 11, and 20 of the O1 Intrastate Tariff apply in those cases where there is no separately negotiated agreement between the originating carrier and O1.

23. O1 filed the relevant, previously effective Intrastate Tariff sheets for the termination of traffic by Advice Letter No. 73, filed on July 17, 2009 and effective on July 17, 2009; Advice Letter No. 72A, filed on November 3, 2008 and effective on January 1, 2009; Advice Letter No. 69A, filed on February 11, 2008 and effective on April 1, 2008; and Advice Letter No. 44, filed on October 24, 2003 and effective on November 1, 2003. These Advice Letters were not protested by any party or suspended by the Commission staff. The rates, terms, and conditions contained in the Intrastate Tariff became effective, were lawfully approved by the Commission, and are presumptively just and reasonable. As the Intrastate Tariff indicates, the rates set forth in Schedule Cal.P.U.C. No. 2-T, Schedules 3 and 5, Sheets 15.1 and 18.4 of the O1 Intrastate Tariff applied in those cases where there was no separately negotiated agreement between the originating carrier and O1.

24. Cox has not entered into any agreement with O1 with respect to the terms, conditions, and compensation for handling calls originated by Cox and terminated by O1. In the absence of such an agreement, those matters are governed by Schedule Cal.P.U.C. No. 4-T, Schedules 2 and 4, Original Sheets 10, 11, and 20 of O1's Intrastate Tariff, and previous versions thereof.

25. Despite the terms and conditions of O1's Intrastate Tariff, Cox refuses to pay O1 the amounts it properly owes O1 under O1's Intrastate Tariff for terminating

traffic. Attachment 2 attached to this Complaint provides copies of invoices that Cox has failed to pay in full or satisfy by negotiated settlement for termination services provided by O1 from December 2005 through July 2009.

26. Cox has disputed the invoices presented by O1 to Cox for payment.

27. O1 has denied the disputes presented by Cox and payment is past due.

28. It is the well established policy of the State of California that all carriers have a duty to originate, transport, and terminate traffic on behalf of interconnecting carriers. This obligation is set forth in P.U. Code § 558 and Commission decisions interpreting that section.³ Consistent with this legal obligation O1 has continued to

³ Commission decisions clarify that a carrier complying with Section 558 must be compensated by the carrier originating the access traffic. In C. 04-10-024, the Commission issued D.06-06-055 in which it determined it would apply a carrier's tariff when the two carriers at issue are competitive local exchange carriers ("CLECs" or "CLCs") and have not executed an interconnection agreement or otherwise entered into a reciprocal compensation arrangement. See also, e.g., D.97-11-024, *mimeo*, pp. 5-6: "We conclude that all carriers are obligated to complete calls where it is technically feasible to do so regardless of whether they believe that the underlying intercarrier compensation arrangements for completion of calls are proper. The obligation to complete calls applies not just to [independent] LECs, but equally to all carriers involved in the origination, routing and completion of calls. Whether a call originates or terminates on a carrier's network, the obligation to complete calls is the same. This obligation is a fundamental principle and expectation underlying both state and federal statutes. P. U. Code § 558 requires:

'Every telephone corporation and telegraph corporation operating in this state shall receive, transmit, and deliver, without discrimination or delay, the conversations and messages of every other such corporation with whose line physical connection has been made.'

"The obligation to complete calls is also embodied in the federal statutory language of the [Telecommunications Act of 1996]. As noted by several parties, Section 251(a)(1) of the Act states:

'Each telecommunications carrier has the duty...to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers.' (47 U.S.C. § 251(a)(1).)

"No carrier has the right to block or misdirect the routing of calls to their intended destination because the carrier believes that it is not being properly compensated for such calls. Customers have a right to expect that the telephone network throughout California is reliable, and that their calls will be completed regardless of billing disputes which may exist between carriers involved in the origination, routing and completion of such calls. Ubiquitous network reliability is imperative not just for routine residential and business calls, but particularly where emergency health or safety matters are involved.

terminate traffic on behalf of Cox and Cox continues to send its traffic to O1 despite Cox's failure or refusal to pay for these services.

29. Cox's actions impose on O1 serious financial harm. Cox has thus far refused or failed to pay O1's lawful tariff charges in the amount of \$1,170,417.27 for termination services provided between December 2005 through July 2009, not including any late payment charges or interest. Since that date, Cox has continued to deliver additional traffic to O1 for termination.

VI. FIRST CAUSE OF ACTION: COX'S REFUSAL TO PAY O1'S LAWFULLY TARIFFED CHARGES VIOLATES O1'S INTRASTATE TARIFF

30. O1 incorporates by reference paragraphs 1 through 29, above.

31. O1's Intrastate Tariff contains the charges that O1 imposes on carriers that terminate traffic to O1 customers but do not have an interconnection agreement with O1.

32. The provisions of the Intrastate Tariff were approved by the Commission and thus have the force of law, establishing O1's lawful rates for terminating the traffic described therein.

33. Cox is terminating traffic to O1 through one or more of the incumbent local exchange carrier's networks in California.

It is in the public interest that we do not permit carrier disputes to affect the service to end-users, the third party in those disputes. Further, we believe that it is anticompetitive for a carrier to selectively choose to block calls of a competitor ostensibly due to unsatisfactory compensation arrangements. Such a practice will not be tolerated nor permitted to frustrate the development of a competitive telecommunications market.

"While carriers are entitled to just and reasonable compensation for the completion of calls over their facilities, the resolution of any disputes over compensation must necessarily be addressed after, and independent of, the physical routing of calls has been completed. The Commission has provided procedural remedies through the complaint process and other formal and informal dispute-resolution measures in which restitution can be achieved...."

34. Cox has unlawfully refused to pay the Commission-approved tariff charges contained in the invoices presented by O1 for the traffic that Cox originates and delivers to O1 through an incumbent local exchange carrier's network.

35. In D.06-06-055, the Commission found that "...it is appropriate to apply the CLEC's intrastate tariff for termination services afforded to another CLEC where no interconnection agreement is in effect between the two CLECs."⁴

36. The total amount of termination charges Cox owes pursuant to O1's Intrastate Tariff that Cox has refused or failed to pay is \$1,170,417.27 for termination services provided between December 2005 through July 2009, not including any late payment charges or interest.

37. Wherefore, O1 demands the relief set forth in Section X below.

VII. SECOND CAUSE OF ACTION: COX'S REFUSAL TO PAY O1'S LAWFUL TARIFF CHARGES FOR TERMINATION OF TRAFFIC THAT O1 IS LEGALLY OBLIGATED TO TERMINATE ON BEHALF OF COX VIOLATES P.U. CODE §702

38. O1 incorporates by reference paragraphs 1 through 29, above.

39. P.U. Code § 558 requires all carriers to "receive, transmit, and deliver, without discrimination or delay, the conversations and messages of every other corporation with whose line physical connection has been made."

40. O1 has terminated traffic to its customers on behalf of Cox and its customers, as required by P.U. Code § 558.

⁴ *Pac-West Telecomm, Inc., vs. AT&T Communications of California, Inc., Teleport Communications Group of San Francisco, Teleport Communications Group of Los Angeles, Teleport Communications Group of San Diego*, C.04-10-024, June 29, 2006, D.06-06-055 at 33-34 (*reh'r'g den'd.* D.07-03-016, March 1, 2007).

41. P.U. Code §702 provides that “[e]very public utility shall obey and comply with every order, decision, direction, or rule made or prescribed by the commission... and shall do everything necessary or proper to secure compliance therewith by all of its officers, agents, and employees.”

42. O1’s Commission-approved tariffs have the force of law as they constitute an “order, decision, direction, or rule made or prescribed by the commission.”

43. Cox’s refusal to pay O1’s Commission-approved tariff charges for O1’s termination of Cox’s traffic constitutes a violation of P.U. Code §702.

44. Wherefore, O1 demands the relief set forth in Section X below.

VIII. THIRD CAUSE OF ACTION: COX’S REFUSAL TO PAY O1’S LAWFUL TARIFF CHARGES FOR TERMINATION OF TRAFFIC THAT O1 IS LEGALLY OBLIGATED TO TERMINATE ON BEHALF OF COX CONSTITUTES AN UNJUST AND UNREASONABLE PRACTICE IN VIOLATION OF P.U. CODE §761

45. O1 incorporates by reference paragraphs 1 through 29, above.

46. P.U. Code § 558 requires all carriers to “receive, transmit, and deliver, without discrimination or delay, the conversations and messages of every other corporation with whose line physical connection has been made.”

47. O1 has terminated traffic to its customers on behalf of Cox and its customers, as required by P.U. Code § 558.

48. Section 761 requires carriers to have just, reasonable, proper and adequate practices.

49. Cox has failed to pay invoices that O1 has sent to Cox, even after Cox’s disputes have been denied. Cox’s refusal to pay O1’s Commission-approved tariff charges for terminating Cox’s traffic constitutes an unjust and unreasonable practice in violation of P.U. Code §761.

50. Wherefore, O1 demands the relief set forth in Section X below.

IX. FOURTH CAUSE OF ACTION: COX'S FAILURE TO PAY O1 FOR TERMINATING COX'S TRAFFIC UNJUSTLY ENRICHES COX

51. O1 incorporates by reference paragraphs 1 through 29, above.

52. Section 558 requires all carriers to transit and terminate traffic originated by other interconnected carriers. The Commission has interpreted this Section to require O1 to terminate traffic originated by Cox that is destined for O1's customers.

53. Commission decisions require carriers to continue delivering traffic in the event there is a dispute concerning the intercarrier compensation.

54. Cox has and continues to originate traffic that O1 is legally obligated to terminate, and that O1 does terminate.

55. Cox has and continues to refuse to pay O1 for terminating Cox-originated intrastate traffic.

56. By refusing to pay lawful tariff charges and continuing to send traffic that O1 is legally obligated to terminate, Cox is unjustly enriched.

57. Wherefore, O1 demands the relief set forth in Section X below.

X. RELIEF REQUESTED

58. As shown above, Cox's refusal to pay O1's tariff charges for termination of traffic, a function that O1 is legally obligated to provide, violates O1's lawful tariffs, the P.U. Code, and decisions issued by the Commission and constitutes an unreasonable and unlawful practice.

59. Wherefore, for the reasons set forth above, O1 requests that the Commission:

- a. Order Cox to immediately pay to O1 \$1,170,417.27 for termination services provided by O1 from December 2005 through July 2009;
- b. Order Cox to pay all charges it has incurred since July 2009 and all future charges Cox incurs under O1's Intrastate Tariff for terminating traffic to O1 in accordance with the terms and conditions of O1's Intrastate Tariff, unless and until Cox and O1 enter into an agreement superseding the Intrastate Tariff;
- c. Order Cox to pay to O1 late payment charges on all amounts past due;
- d. Enter an order finding Cox in violation of P.U. Code § 702 and fining Cox \$20,000 per day for each day's continuing violation of the P.U. Code §702 from the date of the filing of this Complaint, pursuant to P.U. Code §§ 2107 and 2108;
- e. Grant such other relief or impose such sanctions on Cox as the Commission may deem appropriate.

Dated: September 16, 2009, at Tiburon, California.

Respectfully submitted,
O1 COMMUNICATIONS, INC.

By: 

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William C. Harrelson
August O. Stofferahn
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Tiburon, CA 94920
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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

O1 Communications, Inc. (U6065C),
Complainant,

vs.

Cox California Telecom, LLC (U5684),
Defendant.

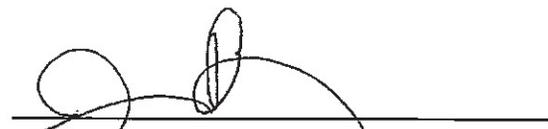
Case No. C. _____

VERIFICATION

I am an officer of O1 Communications, Inc. and I am authorized to make this verification on its behalf. The statements in the foregoing Complaint are true of my own knowledge or, based upon my information and belief, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 10, 2009, at Sacramento, California.



James Beausoleil, Chief Financial Officer

ATTACHMENT 1

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 3: Interconnection and Termination of Local Exchange Carrier Traffic

1. Interconnection

Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis.

2. Termination and Transit of Local and IntraLATA Toll Traffic

The Company will complete local calls and intraLATA toll calls, as defined by the distance between the rate centers associated with the calling and called parties' telephone numbers, for incumbent local exchange carriers and competitive local carriers with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis; provided that, in cases where no agreement is in place for completion of such calls, the rates provided in this tariff, following, shall be charged to the originating carrier for calls terminated by the Company or for which the Company provides transit (tandem switching) functions.

(A) Rates

(1) Local Call Termination

	<u>Charge</u>
Set up (per call attempt)	\$.0020
MOU (minute of use)	\$.0010

(2) IntraLATA Toll Termination

The rates for Switched Access Rates in Schedule 5, following, apply.

N
N

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 3: Interconnection and Termination of Local Exchange Carrier Traffic

1. Interconnection

Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis.

2. Termination and Transit of Local and IntraLATA Toll Traffic

The Company will complete local calls and intraLATA toll calls, as defined by the distance between the rate centers associated with the calling and called parties' telephone numbers, for incumbent local exchange carriers and competitive local carriers with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis; provided that, in cases where no agreement is in place for completion of such calls, the rates provided in this tariff, following, shall be charged to the originating carrier for calls terminated by the Company or for which the Company provides transit (tandem switching) functions.

(A) Rates

(1) Local Call Termination

	<u>Charge</u>
Set up (per call attempt)	\$.0020
MOU (minute of use)	\$.0020

(2) IntraLATA Toll Termination

The rates for Switched Access Rates in Schedule 5, following, apply.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 5: Switched Access Rates, cont'd.

4. Rates and Charges

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

<u>Rate Element</u>	<u>Charge</u>
Tandem termination (per access minute)	\$0.00000
Network interconnection charge (per access minute)	\$0.00000
<u>Local switching</u>	<u>\$0.018</u>

(B) Toll-Free 8XX Database Query

Per query \$0.00453

(C) Switched Access Optional Features

All optional features are offered on an Individual Case Basis (ICB)

D
|
D
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N
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COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 5: Switched Access Rates, cont'd.

4. Rates and Charges

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

<u>Rate Element</u>	<u>Charge</u>
Tandem termination (per access minute)	\$0.00000
Network interconnection charge (per access minute)	\$0.00000
Local switching	\$0.025

(B) Toll-Free 8XX Database Query

Per query \$0.00453

(C) Switched Access Optional Features

All optional features are offered on an Individual Case Basis (ICB)

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COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 5: Switched Access Rates, cont'd.

4. Rates and Charges

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

The Blended Switched Access rate applies when the Company provides switched access using all of the following switched access element categories: end office switching, tandem switching, switched transport, and information surcharge. The Company will apply specified access rates on an element-by-element basis in cases where the Company does not utilize all access elements; provided, that, for purposes of billing under this tariff, it will be presumed that all such elements apply when access is provided by the Company using a leased UNE-P type network platform in lieu of its own facilities.

<u>Rate Element</u>	<u>Charge</u>
a. Blended Switched Access (per access minute of use)	\$0.01871881
b. End Office Switching (per access minute of use)	\$0.01710885
c. Information Surcharge (per access minute of use)	\$0.00048118
d. Tandem Switching (per access minute of use)	\$0.00039831
e. Switched Transport (per access minute of use, per termination)	\$0.00022517
f. Switched Transport (per access minute of use, per mile)	\$0.00002801

(B) Toll-Free 8XX Database Query

Per query \$0.00453

(C) Switched Access Optional Features

All optional features are offered on an Individual Case Basis (ICB)

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(T)
(T)
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(R)
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COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 5: Switched Access Rates, cont'd.

4. Rates and Charges

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

The Blended Switched Access rate applies when the Company provides switched access using all of the following switched access element categories: end office switching, tandem switching, switched transport, and information surcharge. The Company will apply specified access rates on an element-by-element basis in cases where the Company does not utilize all access elements; provided, that, for purposes of billing under this tariff, it will be presumed that all such elements apply when access is provided by the Company using a leased UNE-P type network platform in lieu of its own facilities.

<u>Rate Element</u>	<u>Charge</u>
a. Blended Switched Access (per access minute of use)	\$0.01871881

(D)

(D)

(B) Toll-Free 8XX Database Query

Per query \$0.00453

(C) Switched Access Optional Features

All optional features are offered on an Individual Case Basis (ICB)

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 2: Interconnection and Termination of Local Exchange Carrier Traffic

1. Interconnection

Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis.

2. Termination and Transit of Local and IntraLATA Toll Traffic

The Company will complete local calls and intraLATA toll calls, as defined by the distance between the rate centers associated with the calling and called parties' telephone numbers, for Exchange Access Carriers with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis; provided that, in cases where no agreement is in place for completion of such calls, the rates, terms and conditions provided in this tariff, following, shall be charged to the originating carrier for calls terminated by the Company. In addition to the rates specified below, if the originating carrier assesses O1 any tariff charges for the origination of local calls, as defined by the distance between the rate centers associated with the calling and called parties' telephone numbers, pursuant to either the originating carrier's intrastate or interstate tariff, the originating carrier shall be charged on a reciprocal basis an additional termination charge equal to the amount the originating carrier assesses O1 for the origination of locally-rated calls.

O1's local termination rate applies to all local exchange carriers originating locally dialed traffic to O1s network for termination until an interconnection agreement is negotiated and effective. A carrier's notice of its intent to implement the FCC ISP plan must be incorporated into an interconnection agreement with O1 to supersede the terms and conditions in this tariff.

(A) Rates

(1) Local Call Termination

	<u>Charge</u>
Set up (per call attempt)	\$.00200
MOU (minute of use)	\$.00200

(2) IntraLATA Toll Termination

The rates for Switched Access Rates in Schedule 4, following, apply.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 2: Interconnection and Termination of Local Exchange Carrier Traffic, cont'd.

2. Termination and Transit of Local and IntraLATA Toll Traffic, cont'd.

(A) Rates, cont'd.

(3) Transit Traffic Charge

	<u>Charge</u>
Set up (per call attempt)	\$.00200
MOU (minute of use)	\$.00200

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access, cont'd.

5. Rates and Charges

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

Effective as of April, 2008, the Company will apply a single blended rate covering all of the following switched access element categories: end office switching (including end office set-up), tandem switching, tandem transport, and information surcharge; provided that, effective as of January 1, 2009, the Company will apply specified access rates on an element-by-element basis in cases where access is provided jointly by the Company and one or more other local exchange carriers on a meet-point-billed basis.

<u>Rate Element</u>	<u>Charge</u>
Blended Switched Access (per access minutes of use)	\$0.01871881

(B) Toll-Free 8XX Database Access Service

Per query	\$0.0100
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(C) Switched Access Optional Features

All optional features are offered on an Individual Case Basis (ICB).

ATTACHMENT 2



Account No: 7661
 Invoice No: 34469
 BAN: 4129Q7661
 Statement Date 12/16/08

O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

***** SUMMARY OF PAYMENTS AND CHARGES *****

Cox Communications
 Attn: Carrier Billing
 29947 Banderas
 RSM, CA 92688

December 2005 to March 2008 usage periods

		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	122,259,170.73	0.0010000 \$	122,259.17
Local Call setup - per call	2,404,622	0.0020000 \$	4,809.24
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	35,067,677.26	0.0180000 \$	631,218.19
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	8.80	0.0076735 \$	0.07

April 2008 to November 2008 usage periods

		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	21,330,439.70	0.0020000 \$	42,660.88
Local Call setup - per call	468,497	0.0020000 \$	936.99
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	6,570,997.70	0.0250000 \$	164,274.94
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	3.70	0.0076735 \$	0.03

CURRENT CHARGES

PREVIOUS PAYMENTS		\$	-
BALANCE DUE		\$	966,159.52

YOUR INVOICE IS DUE: December 31, 2008

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

For Billing Inquiries, please contact :

O1 Communications, Inc.
Angela Zingone
phone: (916) 554-2132 fax: (916) 554-2180
or at the O1 Communications address above

Fees and Payment Terms. Customer shall pay O1 all fees shown in each schedule relating to the particular service ordered. O1 shall invoice customer once a month. Customer shall pay invoiced fees no later than fifteen (15) days from invoice date. Late payments will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower

Important Information: This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 days of the presentation date. Should you have any questions regarding this bill, please request an explanation from O1 Communications, Inc. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties, and inform you of your recourse to pursue the matter further with the Commission.

USAGE INVOICE



Account No: 7661-4129
 Invoice No: 01-7661-4129
 Statement Date: 01/15/2009
 OCN: 7661

O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

**** Billing Inquiries Contact (916) 554-2100 ****

COX CALIFORNIA TELCOM, INC. - CA
 Carrier Billing
 29947 Banderas
 Rsm, CA 92688

CURRENT USAGE SUMMARY

		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	2,937,044.52	0.0020000 \$	5,874.09
Local Call setup - per call	65,551.00	0.0020000 \$	131.10
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	943,373.91	0.0250000 \$	23,584.35
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	4.03	0.0076735 \$	0.03
CURRENT CHARGES TOTAL			\$ 29,589.57
PREVIOUS BALANCE			\$ 966,159.52
PAYMENTS / ADJUSTMENTS APPLIED			\$ -
FINANCE CHARGE			\$ 14,492.39
PAST DUE AMOUNT			\$ 980,651.91
CURRENT CHARGES			\$ 29,589.57
TOTAL AMOUNT DUE			\$ 1,010,241.48

YOUR INVOICE IS DUE: 01/30/2009

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

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Angela Zingone
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USAGE INVOICE



Account No: 7661-4129
 Invoice No: 02-7661-4129
 Statement Date: 02/23/2009
 OCN: 7661

O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

**** Billing Inquiries Contact (916) 554-2100 ****

COX CALIFORNIA TELCOM, INC. - CA
 Carrier Billing
 29947 Banderas
 Rsm, CA 92688

CURRENT USAGE SUMMARY

Usage Period from: 1/01/09 to 1/31/09

		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	3,106,664.00	0.00200000 \$	6,213.33
Local Call setup - per call	69,324.00	0.00200000 \$	138.65
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	891,449.00	0.01871881 \$	16,886.86
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	0.00	0.00767350 \$	-
CURRENT CHARGES TOTAL			\$ 23,038.84
PREVIOUS BALANCE			\$ 1,003,690.75
PAYMENTS / ADJUSTMENTS APPLIED			\$ -
FINANCE CHARGE			\$ 15,055.36
PAST DUE AMOUNT			\$ 1,018,746.11
CURRENT CHARGES			\$ 23,038.84
TOTAL AMOUNT DUE			\$ 1,041,784.95

YOUR INVOICE IS DUE: 03/10/2009

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

For Billing Inquiries, please contact :

*O1 Communications, Inc.
 Angela Zingone
 phone: (916) 554-2132 fax: (916) 554-2180
 or at the O1 Communications address above*

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USAGE INVOICE

Account No: 7661-4129
 Invoice No: 05-7661-4129
 Statement Date: 3/15/2009
 OCN: 7661



**** Billing Inquiries Contact (916) 554-2100 ****

COX CALIFORNIA TELCOM, INC. - CA
 Carrier Billing
 29947 Banderas
 Rsm, CA 92688

CURRENT USAGE SUMMARY

Usage Period from: 2/01/09 to 2/28/09		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	3,167,873.00	0.00200000 \$	6,335.75
Local Call setup - per call	69,555.00	0.00200000 \$	139.11
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	858,218.00	0.01871881 \$	16,064.82
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	0.00	0.00767350 \$	-
CURRENT CHARGES TOTAL			\$ 22,539.68
PREVIOUS BALANCE			\$ 1,041,784.95
PAYMENTS / ADJUSTMENTS APPLIED			\$ -
FINANCE CHARGE			\$ 15,626.77
PAST DUE AMOUNT			\$ 1,057,411.72
CURRENT CHARGES			\$ 22,539.68
TOTAL AMOUNT DUE			\$ 1,079,951.40

YOUR INVOICE IS DUE: 3/30/2009

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

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USAGE INVOICE

Account No: 7661-4129
 Invoices No: 04-7661-4129-rev
 Statement Date: 4/15/2009
 OCN: 7661



O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

**** Billing Inquiries Contact (916) 554-2100 ****

COX CALIFORNIA TELCOM, INC. - CA
 Carrier Billing
 29947 Banderas
 Rsm, CA 92688

CURRENT USAGE SUMMARY

Usage Period from: 3/01/09 to 3/31/09		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	3,880,261.00	0.00200000 \$	7,760.52
Local Call setup - per call	84,964.00	0.00200000 \$	169.93
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	1,110,821.00	0.01871881 \$	20,793.25
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	0.00	0.00767350 \$	-
CURRENT CHARGES TOTAL			\$ 28,723.70
PREVIOUS BALANCE			\$ 1,082,523.48
PAYMENTS / ADJUSTMENTS APPLIED			\$ -
FINANCE CHARGE			\$ 16,237.85
PAST DUE AMOUNT			\$ 1,098,761.34
CURRENT CHARGES			\$ 28,723.70
TOTAL AMOUNT DUE			\$ 1,127,485.03

YOUR INVOICE IS DUE: 4/30/2009

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

For Billing Inquiries, please contact :

O1 Communications, Inc.
Angela Zingone
phone: (916) 554-2132 fax: (916) 554-2180
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USAGE INVOICE

Account No: 7661-4129
 Invoice No: 05-7661-4129
 Statement Date: 5/15/2009
 OCN: 7661



O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

**** Billing Inquiries Contact (916) 554-2100 ****

COX CALIFORNIA TELCOM, INC. - CA
 Carrier Billing
 29947 Banderas
 Rsm, CA 92688

CURRENT USAGE SUMMARY

Usage Period from: 4/01/09 to 4/30/09

		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	3,443,005.00	0.00200000	\$ 6,886.01
Local Call setup - per call	83,874.00	0.00200000	\$ 167.75
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	1,012,443.00	0.01871881	\$ 18,951.73
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	0.00	0.00767350	\$ -
CURRENT CHARGES TOTAL			\$ 26,005.49
PREVIOUS BALANCE			\$ 1,107,443.61
PAYMENTS / ADJUSTMENTS APPLIED			\$ -
FINANCE CHARGE			\$ 16,611.65
PAST DUE AMOUNT			\$ 1,124,055.26
CURRENT CHARGES			\$ 26,005.49
TOTAL AMOUNT DUE			\$ 1,150,060.75

YOUR INVOICE IS DUE: 5/30/2009

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

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USAGE INVOICE

Account No: 7661-4129
 Invoice No: 06-7661-4129
 Statement Date: 6/15/2009
 OCN: 7661



**** Billing Inquiries Contact (916) 554-2100 ****

COX CALIFORNIA TELCOM, INC. - CA
 Carrier Billing
 29947 Banderas
 Rsm, CA 92688

CURRENT USAGE SUMMARY

Usage Period from: 5/01/09 to 5/31/09		Rate	Amount Due
LOCAL TERMINATION			
Local Traffic - per MOU	3,020,119.00	0.00200000 \$	6,040.24
Local Call setup - per call	77,450	0.00200000 \$	154.90
INTRALATA TOLL TERMINATION			
Toll Traffic - per MOU	879,394.00	0.01871881 \$	16,461.21
INTERSTATE TOLL TERMINATION			
Toll Traffic - per MOU	0.00	0.00767350 \$	-
CURRENT CHARGES TOTAL			\$ 22,656.35
PREVIOUS BALANCE			\$ 1,170,402.79
PAYMENTS / ADJUSTMENTS APPLIED			\$ -
FINANCE CHARGE			\$ 17,556.04
PAST DUE AMOUNT			\$ 1,187,958.84
CURRENT CHARGES			\$ 22,656.35
TOTAL AMOUNT DUE			\$ 1,210,615.18

YOUR INVOICE IS DUE: 6/30/2009

PLEASE REMIT PAYMENTS TO:

via check:
 O1 Communications, Inc.
 1515 K Street, Suite 100
 Sacramento, CA 95814

via wire transfer:
 O1 Communications, Inc.
 ABA Number: 121141819
 Account number: 990-388878
 Bank Contact: Brent McClure @ (916) 341-7542

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REMIT TO:
O1 Communications
1515 K Street
Suite 100
Sacramento, CA 95814

BILL TO:
Cox California Telecom Inc.-CA
Carrier Billing
29947 Banderas
Rancho Santa Margarita, CA 92688

BILLING ACCOUNT 7661-4129
INVOICE NUMBER D7661-412909071
BILL DATE Jul 15, 2009
DUE DATE Jul 15, 2009
PAGE 1

BILLING INQUIRIES CALL: 1.888.444.1111

TAX ID

**SWITCHED ACCESS SERVICE
FEATURE GROUP D**

***** BALANCE DUE INFORMATION *****

TOTAL AMOUNT OF LAST BILL	\$1,210,615.18
TOTAL BALANCE DUE	\$1,210,615.18

***** DETAIL OF CURRENT CHARGES *****

LATE PAYMENT CHARGES - SEE DETAIL	\$18,159.23
TOTAL CURRENT CHARGES	\$44,008.79
USAGE CHARGES	\$25,849.56
INTERSTATE	\$0.05
INTRASTATE	\$18,421.03
INTRA/STATEINTRALATA	\$0.80
TOTAL AMOUNT DUE UPON RECEIPT	\$1,254,623.97

REMIT TO:
O1 Communications
1515 K Street
Suite 100
Sacramento, CA 95814

BILL TO:
Cox California Telecom Inc.-CA
Carrier Billing
29947 Banderas
Rancho Santa Margarita, CA 92688

BILLING ACCOUNT 7661-4129
INVOICE NUMBER D7661-412909081
BILL DATE Aug 17, 2009
DUE DATE Sep 16, 2009
PAGE 1

BILLING INQUIRIES CALL: 1.888.444.1111

TAX ID

**SWITCHED ACCESS SERVICE
FEATURE GROUP D**

***** BALANCE DUE INFORMATION *****

TOTAL AMOUNT OF LAST BILL	\$1,254,623.97
TOTAL BALANCE DUE	\$1,254,623.97

***** DETAIL OF CURRENT CHARGES *****

LATE PAYMENT CHARGES - SEE DETAIL	\$18,819.36
USAGE CHARGES	\$25,854.80
LOCAL	\$7,189.63
INTERSTATE	\$0.06
INTRASTATE	\$18,664.12
INTRASTATE/INTRALATA	\$0.99
TOTAL CURRENT CHARGES	\$44,674.16
TOTAL AMOUNT DUE ON OR BEFORE 09/16/09	\$1,299,298.13