

ALAN GREGORY POOLE JR.
404.885.3754 telephone
404.885.3900 facsimile
alan.poole@troutmansanders.com

TROUTMAN SANDERS

TROUTMAN SANDERS LLP
Attorneys at Law
Bank of America Plaza
600 Peachtree Street NE, Suite 5200
Atlanta, Georgia 30308-2216
404.885.3000 telephone
troutmansanders.com

December 3, 2014

Minnesota Public Utilities Commission
121 7th Place East
Suite 350
St. Paul, Minnesota 55101

**Re: In the Matter of Joint Petition for Approval of Indirect Transfer of Control
of LSSi Data Corporation to NewNet Communication Technologies, LLC**

Enclosed for e-filing is a Joint Application for Approval of Indirect Transfer of Control of LSSi Data Corporation. In the event that this Commission determines it is necessary, this Application has been filed simultaneously with (and is subject to this Commission's granting of) a Motion for Admission *Pro Hac Vice*.

Any questions you may have regarding this filing can be directed to my attention at 404-885-3754 or via email to alan.poole@troutmansanders.com. Thank you for your assistance in this matter.

Sincerely,



Alan Gregory Poole Jr.

Enclosures

**BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Joint Petition for Approval) MPUC Docket No. _____
of Indirect Transfer of Control of LSSi)
Data Corporation to NewNet)
Communication Technologies, LLC)

JOINT APPLICATION

LSSi Data Corporation (“LSSi”), LSSi’s parent company Volt Delta Resources, LLC (“Volt Delta Resources”), Volt Delta Resource Holdings, Inc. (“Volt Delta Resource Holdings”), and NewNet Communication Technologies, LLC (“NewNet”) hereby submit this Joint Application pursuant to the rules of the Minnesota Public Utilities Commission (the “Commission”). Pending the Commission’s approval of a motion to admit Alan G. Poole *pro hac vice* to file this petition with the Commission,¹ the applicants herein request the Commission’s approval of the indirect transfer of control of LSSi through a transaction whereby NewNet has acquired all outstanding membership interests of Volt Delta Resources.

I. THE PARTIES

LSSi is a Delaware corporation with its principal place of business at 1600 Stewart Avenue, Suite 305, Westbury, NY 11590. LSSi is certified to do business in the State of Minnesota, and is registered as active with the Minnesota Secretary of State. LSSi has filed with the Commission a Certificate of Authority (the “Certificate”) to provide local exchange and interexchange services in the State of Minnesota (attached as Exhibit B). LSSi holds a Tariff Schedule Applicable to Local Exchange and Interexchange Telecommunications Services (the “Tariff”) (attached hereto as Exhibit C) applicable to the “provision of specialized, discretionary on-demand local exchange telecommunication services.” (*See* Tariff at cover page.) LSSi is

¹ Attached as Exhibit A.

certified to provide similar services in the states of Oregon, Illinois, Utah, Washington, and Ohio.

LSSi provides directory assistance services, call completion services, data aggregation services and other services to telecommunications carriers including the acquisition of subscriber list information and directory assistance listing data as the agent and contractor to competitive local exchange carriers. LSSi also publishes electronic telephone directories.

Volt Delta Resources is a Nevada limited liability company with its principal place of business at 1065 Avenue of the Americas, 20th Floor, New York, NY 10018. Volt Delta Resources owns all of the outstanding capital stock of LSSi. Volt Delta Resource Holdings is a Nevada corporation with its principal place of business at 1065 Avenue of the Americas, 20th Floor, New York, NY 10018. Prior to this transaction, Volt Delta Resource Holdings owned all outstanding membership interests of Volt Delta Resources.

NewNet is a Delaware limited liability company with its principal place of business at 1455 West Shure Drive, Arlington Heights, IL 60004. For over twenty years, NewNet has been a leading provider of hardware, software, and services to telecommunication carriers through a rich offering of technologies focused on legacy and next generation messaging, wireless broadband and secure payment and transaction processing. NewNet will operate as Volt Delta Resources' parent company, and does not intend to transact any other business in the State of Minnesota with regards to the Certificate or Tariff held by LSSi.

For purposes of this filing, all inquiries should be directed as follows:

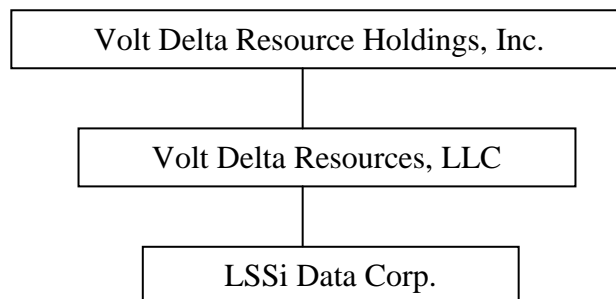
For LSSi:	For NewNet:
Sharon Stern Director LSSi Data Corporation C/O Volt Information Sciences, Inc. 1065 Avenue of the Americas, 20th Floor Telephone: (212) 704-2433 Email: ssstern@volt.com	James F. Hall EVP & General Counsel NewNet Communication Technologies, LLC 1455 West Shure Drive Arlington Heights, IL 60004 Telephone: (310)-273-6000 Esmail: jfhall@newnet.com

Connie Meyer (t: (714) 921-7502; emailcmeyer@voldelta.com) is responsible for all regulatory filings of LSSi in the State of Minnesota.

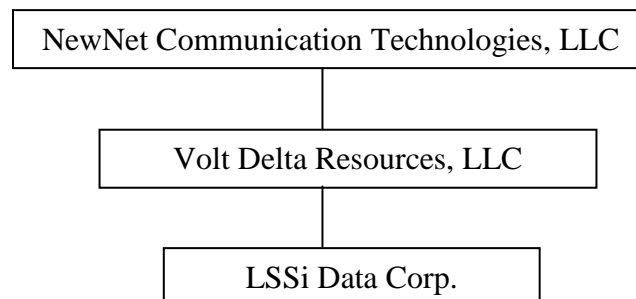
II. DESCRIPTION OF THE TRANSACTION AND REQUEST FOR APPROVAL

On December 1, 2014, Volt Delta Resource Holdings and NewNet entered into a Membership Interest Purchase Agreement (the “Agreement”), through which NewNet acquired from Volt Delta Resource Holdings all outstanding membership interests of Volt Delta Resources. As a result, NewNet gained indirect but ultimate control over LSSi. The following graphs depict the ownership organizational structure of LSSi pre- and post- transaction:

Pre-Transaction Ownership Structure:



Post-Transaction Ownership Structure:



A copy of the Agreement has been attached as Exhibit D.² LSSi and NewNet are providing notice of this transaction, or other such filings as are required, in Oregon, Washington, Utah and Ohio. LSSi will continue to operate under the same authority as before, requiring no change in its Certificate or its Tariff.³

III. PUBLIC INTEREST CONSIDERATIONS

Insofar as it is affected by this transaction, the public interest will be served by the transfer of Volt Delta Resources to NewNet. LSSi will continue to serve its customers effectively from a financial, technical, and managerial standpoint. Volt Delta Resource Holdings and its stockholders have determined that it was in the best interests of Volt Delta Resource Holdings to divest itself of ownership of Volt Delta Resources. NewNet agreed to purchase and assume ownership of this entity. In making this decision, NewNet has ensured that it is prepared to support Volt Delta Resources and LSSi as the new parent company of both. (*See* Transferee's financial information attached hereto as Exhibit E.⁴) NewNet possesses the resources and technical expertise necessary to efficiently and seamlessly transfer LSSi into NewNet's indirect ownership. The public interest will ultimately be served through NewNet's ability to continue the operations of LSSi as a viable operating company.

Most importantly, the rates, services, terms and conditions of service, and quality of service enjoyed by customers of LSSi will undergo no change as a result of this transaction. This transaction will preserve LSSi from an operational business standpoint. The transaction will not produce any significant changes to LSSi's employment of personnel. Immediately following the transaction, LSSi will continue to operate pursuant to its existing authority in the same manner

² Exhibit D is confidential and not for public disclosure.

³ LSSi does not provide any retail telecommunications services under the Certificate to retail or residential end customers. Furthermore, this transaction is completely seamless and transparent with regards to LSSi's provision of telecommunications services. As such, LSSi is not required to notify its customers of this transaction.

⁴ Exhibit E is confidential and not for public disclosure.

that it previously operated. The transaction will not result in the discontinuation of service to any of LSSi's customers. No transfer of assets (other than ownership of stock) or customers has occurred as a result of this transaction. Therefore, the sale has resulted in a seamless and virtually transparent transition for all LSSi customers.

Furthermore, the transaction will have no effect on any of the following:

- Any 911 requirements or plans;
- Any interconnection agreements;
- Any North American Numbering Plan obligations;
- Any change or revision to the Tariff held by LSSi;⁵ or
- Any of LSSi's Telephone Assistance Plan items or obligations.

The transaction supports competition because it enables LSSi to continue providing directory assistance and other services to CLECs in the State of Minnesota. The transaction does not concern broadband deployment.

IV. CONCLUSION

WHEREFORE, for the foregoing reasons, the Parties respectfully request that the Commission approve the indirect transfer of ultimate control of LSSi to NewNet as described herein.

⁵ See Tariff at Section 2.6.

Respectfully submitted this 3rd day of December, 2014.

TROUTMAN SANDERS LLP

Kelley M. Ibuki (w/permission,
Kelley M. Ibuki Alan G. Poole)
Minnesota Bar No. 0328832
Alan G. Poole
Georgia Bar No. 528217

5200 Bank of America Plaza
600 Peachtree Street, N.E.
Atlanta, GA 30308-2216
Phone: (404) 885-3000
Fax: (404) 962-6721


*Counsel for Volt Delta Resources, LLC and LSSi
Data Corporation*

EXHIBITS

Exhibit A	Motion for Admission of Alan G. Poole Pro Hac Vice
Exhibit B	Certificate of Authority
Exhibit C	Tariff Schedule Applicable to Local Exchange and Interexchange Telecommunications Services
Exhibit D	Membership Interest Purchase Agreement (CONFIDENTIAL INFORMATION – NOT FOR PUBLIC DISCLOSURE)
Exhibit E	Transferee's Financials (CONFIDENTIAL INFORMATION – NOT FOR PUBLIC DISCLOSURE)

VERIFICATION

I, **Richard Oldach, President** of LSSi Data Corporation, have reviewed and am familiar with the foregoing document. The statements in the foregoing document are true of my own knowledge, except as to matters which are herein stated on information and belief, and as to those matters, I believe them to be true.

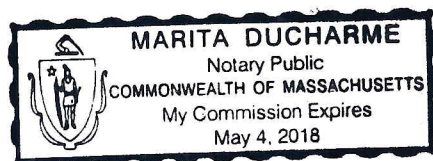


Richard Oldach
President
LSSi Data Corporation

Subscribed and sworn to before me this
28 day of November, 2014



Notary Public




VERIFICATION

I, Ali Reza (Alex) Soltani, Chairman of NewNet Communication Technologies, LLC have reviewed and am familiar with the foregoing document. The statements in the foregoing document are true of my own knowledge, except as to matters which are herein stated on information and belief, and as to those matters, I believe them to be true.



Ali Reza (Alex) Soltani
Chairman
NewNetCommunication Technologies, LLC

 Subscribed and sworn to before me this
____ day of _____, 2014

Notary Public

State of California, County of Sonoma
Subscribed and sworn to (or affirmed) before me on
this 1st day of December, 2014,
by Ali Reza Soltani
proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



Signature

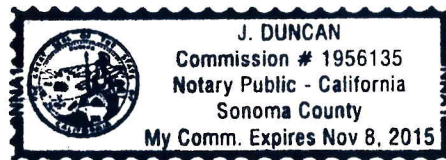


EXHIBIT A

**STATE OF MINNESOTA
THE MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Joint Petition for Approval) MPUC Docket No. _____
Of Indirect Transfer of Control of LSSi)
Data Corporation to NewNet)
Communication Technologies, LLC

**MOTION FOR ADMISSION OF ALAN G. POOLE
PRO HAC VICE**

Kelley M. Ibuki, being sworn/affirmed under oath, states:

I, Kelley M. Ibuki, a member in good standing of the bar of the State of Minnesota, move that the Minnesota Public Utilities Commission ("Commission") admit pro hac vice for a filing to be made in the near future: Alan G. Poole, an attorney admitted to practice in the courts of the State of Georgia and the District Court for the Northern District of Georgia. I am aware that Rule 5 of the Minnesota General Rules of Practice requires me to (1) sign all pleadings in this case, (2) be present in person or by telephone at any proceeding in which this Motion is heard, and (3) be present in person or by telephone at all subsequent proceedings in this case unless the Commission, in its discretion, conducts the proceedings without the presence of Minnesota Counsel.

Dated: November 26, 2014

Respectfully submitted:

Kelley M. Ibuki (Signed with
Kelley M. Ibuki permission; Alan
Minnesota Bar No. 0328832 G. Poole)
TROUTMAN SANDERS LLP
5200 Bank of America Plaza
600 Peachtree Street, N.E.
Atlanta, GA 30308
Phone: (404) 885-3000
Fax: (404) 962-6721

**STATE OF MINNESOTA
THE MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Joint Petition for Approval
Indirect Transfer of Control of LSSi Data
Corp. To Newnet Communications
Technologies LLC

MPUC Docket No. _____

**AFFIDAVIT OF PROPOSED
ADMITTEE ALAN G. POOLE**

Alan G. Poole, being duly sworn, states the following under oath:

I am currently admitted to practice and in good standing in the trial courts of the following jurisdiction(s), but not admitted to the bar of this Court:

State	License No.	Status	Admission Date
Georgia	528217	Active	11/07/2013

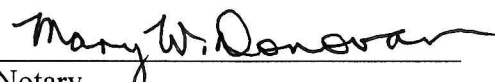
I understand that if this Court grants me admission pro hac vice, Rule 5 of the Minnesota General Rules of Practice requires the Minnesota lawyer bringing this Motion to (1) sign all pleadings in this case, (2) be present in person or by telephone at the proceeding at which this Motion is heard, and (3) be present in person or by telephone at all subsequent proceedings in this case unless the Court, in its discretion, conducts the proceedings without the presence of Minnesota counsel.

I also understand that Rule 5 of the Minnesota General Rules of Practice specifies that by appearing pursuant to that rule I am subject to the disciplinary rules and regulations governing Minnesota lawyers and that by applying to appear or appearing in any action I am subject to the jurisdiction of the Minnesota courts.

Dated: November 19, 2014


Alan G. Poole
TROUTMAN SANDERS LLP
5200 Bank of America Plaza
600 Peachtree Street, N.E.
Atlanta, GA 30308-2216
Phone: (404) 885-3000
alan.poole@troutmansanders.com

Subscribed and sworn to before me this
19 day of November, 2014


Notary



**STATE OF MINNESOTA
THE MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Joint Petition for Approval) MPUC Docket No. _____
Of Indirect Transfer of Control of LSSi)
Data Corporation to NewNet)
Communication Technologies, LLC

**PROPOSED ORDER FOR PRO HAC VICE
ADMISSION OF ALAN G. POOLE**

This matter came before the Minnesota Public Utilities Commission upon the Motion of Kelley M. Ibuki, who is duly admitted to practice in the State of Minnesota for Admission Pro Hac Vice of Alan G. Poole as counsel for LSSi Data Corp.

Based upon the motion, affidavit, file and record herein and representations of counsel,

IT IS HEREBY ORDERED that Alan G. Poole shall be admitted as counsel for LSSi Data Corp. pursuant to Rule 5 of the Minnesota General Rules of Practice, to participate in the above-referenced particular action and all proceedings associated therewith.

Dated this ____ day of _____, 2014.

Minnesota Public Utilities Commission

EXHIBIT B

CERTIFICATION

I, the undersigned, as Executive Secretary of the Minnesota Public Utilities Commission and custodian of the records thereof, do hereby certify that I have compared the attached copy of the *COMMISSION ORDER, dated FEBRUARY 8, 2008, in Docket P-6450/M-07-1520* with the original *COMMISSION ORDER, dated FEBRUARY 8, 2008, in Docket P-6450/M-07-1520* filed in this office, and that IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Minnesota Public Utilities Commission in the city of Saint Paul, Minnesota this *4th day of April, 2013*



Burl W. Haar

EXECUTIVE SECRETARY

MINNESOTA PUBLIC UTILITIES COMMISSION



BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendraye
David Boyd
Phyllis Reha
Thomas Pugh

Chair
Commissioner
Commissioner
Commissioner

Andrew M. Klein
Counsel for LSSi Data Corporation
Klein Law Group PLLC
601 13th Street NW, Suite 1000 South
Washington, DC 20005

SERVICE DATE: **FEB 08 2008**

DOCKET NO. P-6450/M-07-1520

In the Matter of the Application of LSSi Corp. for Approval of the Name Change to LSSI Data Corp. on its Certificate of Authority

The above entitled matter has been considered by the Commission and the following disposition made:

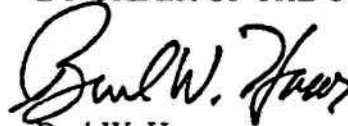
Approved the name change from LSSi Corp. to LSSI Data Corp. on its Certificate of Authority.

The Company shall file a revised tariff reflecting the new name within 30 days after the date of this Order.

This decision is issued by the Commission's consent calendar subcommittee, under a delegation of authority granted under Minn. Stat. § 216A.03, subd. 8 (a). Unless a party, a participant, or a Commissioner files an objection to this decision within ten days of receiving it, it will become the Order of the full Commission under Minn. Stat. § 216A.03, subd. 8 (b).

The Commission agrees with and adopts the recommendations of the Department of Commerce which are attached and hereby incorporated in the Order.

BY ORDER OF THE COMMISSION



Burl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e. large print or audio tape) by calling 651.201.2202 (voice). Persons with hearing or speech disabilities may call us through Minnesota Relay at 1.800.627.3529 or by dialing 711.



85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
www.commerce.state.mn.us
651.296.4026 FAX 651.296.1959
An equal opportunity employer

January 30, 2008

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: **Comments of the Minnesota Department of Commerce**
Docket No. P6450/M-07-1520

Dear Dr. Haar:

Attached are the comments of the Minnesota Department of Commerce in the following matter:

Application of LSSi Corp. for Approval of the name change to LSSI Data Corp.¹
on its Certificate of Authority.

The petition was filed on November 30, 2007:

Andrew M. Klein
Counsel for LSSi Data Corporation
Klein Law Group^{PLLC}
601 13th Street NW, Suite 1000 South
Washington, DC 20005

The Department recommends **approval**, and is available to answer any questions the Commission may have.

Sincerely,

/s/ ROGER SCHNEIDER
Rate Analyst

RS/sm
Attachment

¹ The company will use the capital "I" rather than the lower case "i" in the name LSSI, per attachment 1 email and as set forth in the Secretary of State's Certificate.



BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

COMMENTS OF THE MINNESOTA DEPARTMENT OF COMMERCE

DOCKET NO. P6450/M-07-1520

I. BACKGROUND

On July 6, 2005, the Minnesota Public Utilities Commission (Commission) granted conditional approval of LSSi Corp.'s application to provide Local Exchange and Interexchange Services in Docket No. P5460/NA-05-784 (sic)².

On November 30 2007, LSSi Corp. requested a name change on its Certificate of Authority to LSSi Data Corporation³.

On January 29, 2008, the company filed the Minnesota Secretary of State Certificate of Name Change.

II. STATEMENT OF ISSUES

Whether LSSi Corp. has satisfied the applicable regulatory requirements to change the name on its Certificate of Authority.

III. DISCUSSION OF LAW

Minn. Rule Part 7812.0300, subpt. 2 requires an applicant's full legal name for certification. A change in the name in the certificate of authority under which a company operates needs Commission approval so that certificates of authority reflect the current name of the company operating under that authority. Minn. Rule Part 7812.0300, Subpart 6 requires that a company file and obtain approval of tariffs to reflect any changes in terms or conditions of service.

² Actual Docket No. was P6450/NA-05-784.

³ The new name has changed to LSSI Data Corp. per attachment 1.

IV. ANALYSIS

The Department reviews each name change request for the relevant consumer, legal and policy issues. Name changes need to be monitored so that only authorized companies provide telecommunications service in Minnesota.

The Department has examined LSSi Corp.'s notice. Registration from the Minnesota Secretary of State for the name change from LSSi Corp. to LSSI Data Corp. was provided on January 21, 2008. A tariff reflecting the new name has not been filed to comply with the requirement of Minn. Rules Part 7812.0300, Subpt. 6. LSSi Corp. has complied with the implied requirements of Minn. Rule Part 7812.0300 in seeking Commission approval to change the name on its certificate of authority.

V. COMMISSION ALTERNATIVES

- 1) Approve the name change from LSSi Corp. to LSSI Data Corp. and require the filing of a revised tariff with the company's name within 30 days after the Commission order approving the name change has been issued.
- 2) Deny the name change.

VI. RECOMMENDATIONS

The Department recommends the Commission approve the name change from LSSi Corp. to LSSI Data Corp. on its Certificate of Authority and require the filing of a revised tariff reflecting the new name within 30 days after the Commission issues an order approving the name change.

/sm

Attachment 1
To
Docket No. P6450/M-07-1520

Roger L Schneider

From: Allen Zoracki [azoracki@kleinlawpllc.com]
Sent: Monday, January 28, 2008 6:01 PM
To: Roger.L.Schneider@state.mn.us
Cc: AKlein@kleinlawpllc.com
Subject: RE: LSSI Corp. name change (Docket No. P6450/M-07-1520)

Dear Roger:

Thanks very much for your note below. LSSI will respectfully proceed with "LSSI Data Corp." (capital "I") as the new name, in accordance with its Secretary of State Certificate of Name Change previously filed.

I would greatly appreciate if you would advise me as to whether LSSI should make a filing to this effect in the docket established for this matter.

Thanks again,

Allen Zoracki

Allen C. Zoracki*
Klein Law Group PLLC

4800 Montgomery Ln., 7th Floor
Bethesda, MD 20814-3401
Direct: 301-664-6329
Fax: 301-664-6323

601 13th St. NW, Suite 1000 South
Washington DC, 20005
Tel: 202-289-6955
Fax: 202-289-6997

Web: www.KleinLawPLLC.com

*Admitted in New York

-----Original Message-----

From: Roger L Schneider [mailto:Roger.L.Schneider@state.mn.us]
Sent: Friday, January 25, 2008 4:30 PM
To: azoracki@kleinlawpllc.com
Cc: aklein@kleinlawpllc.com; Roger L Schneider
Subject: LSSI Corp. name change

Allen,

The attached Secretary of State (SOS) certificate shows:
Old Name: LSSI Corp
New Name: LSSI Data Corp.

The Department's database shows
Current/old Name: LSSI Corp.

Your cover letter states name change from LSSI Corp. to LSSI Data Corp.

The Department can ignore that the SOS old name did not have a period after Corp.

However, we cannot have the SOS certificate with LSSI and the requested change to LSSI.

Thus, your choices are to go back to the SOS and have the name changed to LSSI Data Corp.

or go with LSSI Data Corp. as the new name.

The difference being whether you want the "I" to be upper case or lower case.

Thanks

Roger Schneider
Minnesota Department of Commerce
Telecommunications
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
Ph. 651.296.6711
Fax 651.297.7891
roger.L.schneider@state.mn.us

State of Minnesota

SECRETARY OF STATE

Certificate of Name Change

I, Mark Ritchie, Secretary of State of Minnesota, do certify that the corporation listed below filed an amendment of its articles of incorporation, or, in the case of a non-Minnesota corporation, a certificate of name change, changing its name with this office on the date listed below, and that the corporation has complied with the relevant laws of Minnesota with respect to that filing.

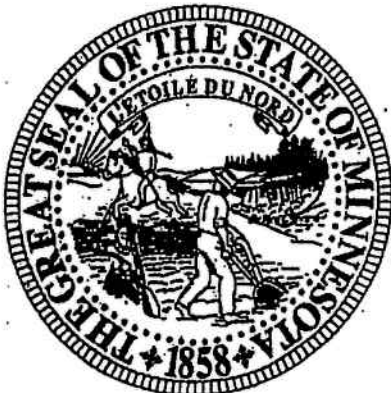
Old Name: LSSI CORP

New Name: LSSI DATA CORP.

State of Incorporation:

Date Amendment filed: 12/24/2007

This certificate has been issued on 01/10/08.



Mark Ritchie
Secretary of State.

CERTIFICATION

I, the undersigned, as Executive Secretary of the Minnesota Public Utilities Commission and custodian of the records thereof, do hereby certify that I have compared the attached copy of the *COMMISSION ORDER, dated JULY 6, 2005, in Docket P-5460/NA-05-784* with the original *COMMISSION ORDER, dated JULY 6, 2005, in Docket P-5460/NA-05-784* filed in this office, and that IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Minnesota Public Utilities Commission in the city of Saint Paul, Minnesota this *4th day of April, 2013*



Burl W. Haar

EXECUTIVE SECRETARY

MINNESOTA PUBLIC UTILITIES COMMISSION



BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendraye
Ken Nickolai
Marshall Johnson
Phyllis Reha
Thomas Pugh

Chair
Commissioner
Commissioner
Commissioner
Commissioner

Stacey A. Lkinzman
Director - Regulatory Compliance
Miller Isar Inc.
7901 Skanzie Ave. Suite 240
Gig Harbor, WA 98335

SERVICE DATE: **JUL - 6 2005**

DOCKET NO. P-5460/NA-05-784

In the Matter of the Application of LSSi Corporation for a Certificate of Authority to Provide Local Exchange and Interexchange Services

The above entitled matter has been considered by the Commission and the following disposition made:

Granted an operational certificate of authority to provide interexchange services on a statewide basis;

Granted a conditional certificate of authority to provide facilities based local service in the exchanges currently being served by Qwest Corporation, Citizens telecommunications of Minnesota, Frontier Communications of Minnesota, and Sprint Minnesota, Inc.;

Granted a variance, under Minn. Rules pt. 7829.3200, to the notification requirements in Minn. Rules pt. 7812.0200, subpt. 6;

Approved the proposed tariff as filed on May 20, 2005 and revised on June 10, 2005;

Conditions to receive operational authority for local exchange services:

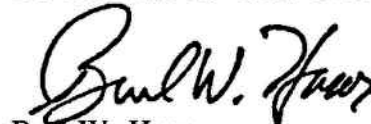
1. **Before the Company begins providing presubscribed local service, it must obtain Commission approval of an interconnection agreement.**
2. **Before the Company begins providing presubscribed local service, it must obtain Commission approval of a 911 plan**
3. **Before the Company may begin providing presubscribed local exchange services to end user customers, the Company must file a revised tariff, which includes references to each of the service elements, which are required pursuant to Minn. Rules pt. 7812.0600, subpt. 1.**

The applicant may not provide local services until all conditions listed above have been fulfilled.

This decision is issued by the Commission's consent calendar subcommittee, under a delegation of authority granted under Minn. Stat. § 216A.03, subd. 8 (a). Unless a party, a participant, or a Commissioner files an objection to this decision within ten days of receiving it, it will become the Order of the full Commission under Minn. Stat. § 216A.03, subd. 8 (b).

The Commission agrees with and adopts the recommendations of the Department of Commerce which are attached and hereby incorporated in the Order.

BY ORDER OF THE COMMISSION

A handwritten signature in black ink, appearing to read "Bufl W. Haar".

Bufl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e., large print or audio tape) by calling (651) 297-4596 (voice) or 1-800-627-3529 (TTY relay service).



MINNESOTA
DEPARTMENT OF
COMMERCE

RECEIVED

JUN 16 2005

MN PUBLIC UTILITIES COMMISSION

85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

651.296.4026 FAX 651.297.1959 TTY 651.297.3067

June 16, 2005

PUBLIC DOCUMENT

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: In the Matter of the Application of LSSi Corporation for a Certificate of Authority to
Provide Local Exchange and Interexchange Services
Docket No. P6450/NA-05-784

Dear Dr. Haar:

Applications for certificates of authority may be approved without hearing under Minn. Stat. §216A.03, subd. 7. The Public Utilities Commission's (Commission's) Order designating certain applications for certificates of authority as being subject to a standing order was issued on August 25, 2000 in Docket No. P999/CI-00-634. The use of a standing order is to apply to filings submitted on or after September 1, 2000.

As required by the Commission's August 25, 2000 Order, the Department of Commerce (Department) has reviewed and analyzed the current filing. Attached is the Department's checklist for processing applications for certificates of authority. The checklist reflects the Department's analysis of the issues relating to the requirements of Minnesota law and the Commission's rules.

The application for certification was filed on: May 20, 2005

The name of the applicant: LSSi Corporation

The application requested the following type of certification: Certificate of Authority to provide Local Exchange and Interexchange Services

Recommended Action: Grant an operational certificate of authority to provide interexchange service on a statewide basis. Grant a conditional certificate of authority to provide facilities based local service in the exchanges currently being served by Qwest Corporation, Citizens Telecommunications of Minnesota, Frontier Communications of Minnesota, and Sprint Minnesota, Inc. The conditions attached to the certificate of authority to provide local and long distance services are listed below. Grant a variance, under Minn. Rules pt. 7829.3200, to the notification requirements in Minn. Rules pt. 7812.0200, subpt. 6. Approve the proposed tariff as

filed on May 20, 2005 and revised on June 10, 2005.

Conditions to Receive Operational Authority for Local Exchange Services:

1. Before the Company begins providing presubscribed local service, it must obtain Commission approval of an interconnection agreement.
2. Before the Company begins providing presubscribed local service, it must obtain Commission approval of a 911 plan.
3. Before the Company may begin providing presubscribed local exchange services to end user customers, the Company must file a revised tariff, which includes references to each of the service elements, which are required pursuant to Minn. Rules pt. 7812.0600, subpt. 1. Note that, the applicant stated, in its June 2, 2005 email message to the Department (see attached email message), that it intends to provide a [TRADE SECRET DATA HAS BEEN EXCISED].

The applicant may not provide local services until all conditions listed above have been fulfilled.

The Department's analysis finds that the Application for Certification complies with the Commission's requirements as indicated on the attached checklists. The Department is submitting this memorandum recommending that the Commission approve the Application for Certification either at a Commission hearing or by way of the standing order process approved by the Commission on August 25, 2000.

Sincerely,



DIANE DIETZ
Rates Analyst

DD/ja
Attachment

Company:

LSSI Corp.

Docket No.:

P6450/NA-05-784

**CHECKLIST FOR PROCESSING APPLICATIONS FOR
CERTIFICATES OF AUTHORITY**

I. TYPE OF CERTIFICATION REQUESTED BY APPLICANT

- ☒ A. Facilities-based local exchange company (Note, Minn. Rules pt. 7812.0200, subpt. 2 states that a certificate to provide facilities-based local exchange service authorizes the provision of all forms of local service, interexchange service, and local niche service in Minnesota)
- ☒ i. Conditional certificate of authority
- ☐ ii. Operational certificate of authority (not subject to standing Order)
- ☐ B. Resale of local exchange service
- ☐ i. Conditional certificate of authority
- ☐ ii. Operational certificate of authority
- ☐ C. Long Distance Service
- ☐ i. Conditional certificate of authority
- ☐ ii. Operational certificate of authority
- ☐ D. Local Niche Service
- ☐ i. Conditional certificate of authority
- ☐ ii. Operational certificate of authority

II. GEOGRAPHIC AREA OF CERTIFICATION

- ☒ A. Facilities-based local exchange company
- ☒ a. Exchanges served by Citizens Telecommunications of Minnesota Inc.
- ☒ statewide
- ☒ other (specify exchanges) _____
- ☒ b. Exchanges served by Qwest Corporation
- ☒ statewide
- ☒ other (specify exchanges) _____
- ☒ c. Exchanges served by Sprint Minnesota
- ☒ statewide
- ☒ other (specify exchanges) _____
- ☒ d. Exchanges served by Frontier Communications of Minnesota
- ☒ statewide
- ☒ other (specify exchanges) _____
- ☐ e. Exchanges served by the following incumbent local exchange companies:
- _____
- _____
- ☐ statewide
- ☐ other (specify exchanges) _____
- ☐ B. Resale of local exchange service

Company:

Docket No.: P6450/NA-05-784

- ☐ a. Exchanges served by Citizens Telecommunications of Minnesota Inc.
 - ☐ statewide
 - ☐ other (specify exchanges) _____
- ☐ b. Exchanges served by Qwest Corporation
 - ☐ statewide
 - ☐ other (specify exchanges) _____
- ☐ c. Exchanges served by Sprint Minnesota
 - ☐ statewide
 - ☐ other (specify exchanges) _____
- ☐ d. Exchanges served by Frontier Communications of Minnesota
 - ☐ statewide
 - ☐ other (specify exchanges) _____
- ☐ e. Exchanges served by the following incumbent local exchange companies:
 - _____
 - _____
 - ☐ statewide
 - ☐ other (specify exchanges) _____

- ☒ C. Long Distance Service
- ☒ i. Statewide
 - ☐ ii. Other (specify) _____

- ☐ D. Local Niche Service
- ☐ i. Statewide
 - ☐ ii. Other (specify) _____

III. APPLICATION REQUIREMENTS OF THE APPLICANT

Minn. Stat. §237.16, subd. 1(b) and §237.74, subd. 12 mandate that companies obtain a certificate of authority prior to offering regulated telecommunications services in Minnesota. A conditional certificate of authority is permitted under Minn. Rules pts. 7812.0300, subpt. 4 and 7812.0350, subpt. 4 when the submission and Commission approval of tariffs and interconnection agreements is a prerequisite for providing the services identified in the applicable petition for certification. The requirements for certification for providers of facilities-based local exchange service, resellers of local exchange service, long distance service, and local niche services are listed in Minn. Rules pt. 7812.0300, 7812.0350, 7812.0400, and 7812.0500 respectively.

Minn. Rules pt. 7812.0300, subpt. 2 (parts A through N) describe the application requirements and the decision criteria for granting a certificate of authority. Companies applying for certification to provide long distance, local niche, or resale of local service must meet A to L of the filing requirements, except for the information, relevant to facilities-based local exchange service providers, which is identified in Minn. Rules pt. 7812.0300, subpt. 2, items G and K. The application requirements of Minn. Rules pt. 7812.0300, subpt. 2 (A through N) are as follows:

Company:
Docket No.:

P6450/NA-05-784

- ☒ A. Company has the managerial, technical and financial ability, required under Minnesota law, to provide telecommunications services in Minnesota.
- ☒ B. All applications must include the applicant's full legal name and address, including the address of the applicant's place of business; if a corporation, the names, addresses, telephone numbers, and business experience of its officers; if a partnership or limited liability partnership, the names, addresses, telephone numbers, and business experience of persons authorized to bind the partnership; or, if a limited liability company, the names, addresses, and telephone numbers of its managers;
- ☒ C. All applications must include a description of the applicant's organizational structure, including documentation identifying the petitioner's legal status, for example, sole proprietorship, partnership, limited liability partnership, company, limited liability company, corporation, and so forth; a copy of its articles of incorporation; and, a list of shareholders, partners, or members owning ten percent or more of the interest in the business;
- ☒ D. All applications must include a list of the applicant's affiliates, subsidiaries, and parent organizations, if any;
- ☒ E. All applications must include a description of the nature of the applicant's business, including a list of the services it provides. Note: Applicants that intend to provide prepaid local service must include a statement indicating that they have reviewed Minnesota Rules part 7810.1800-7810.2300 and that their proposed service complies with these Rules. Specifically, these Rules do not allow a carrier to disconnect an end user until the end user has received a disconnect notice. Disconnect notices may not be issued until after an event listed under Minnesota Rules 7810.1800 (A)-(H) has occurred.
- ☒ F. All applications must include a description of the applicant's business history, including: (1) the date the business was first organized, the dates of subsequent reorganizations, and the date the applicant started providing telephone or other telecommunications services; and (2) the applicant's experience providing telephone company services or telecommunications services in Minnesota and other jurisdictions, including the types of services provided, the dates and nature of state or federal authorization to provide those services, the length of time it has provided those services, and pending or completed criminal, civil, or administrative action taken against the applicant by a state or federal authority, including any settlements, in connection with the applicant's provision of telephone company services or telecommunications services;
- ☒ G. All applications must include a financial statement of the applicant, for the most recent fiscal year and the financial statement must consist of a balance sheet, an income statement, notes to the financial statement, and, if available, an annual report;
- ☒ (i) Positive equity (required for facilities-based authority)

Company:
Docket No.:

PG 450/NA - 05-784

- ☒ (ii) Company has the financial capacity necessary for the proposed undertaking

- ☒ H. Applications for facilities-based authority must include a list and description of the types of services the applicant seeks authority to offer: (1) including the classes of customers the applicant intends to serve; (2) indicating the extent to which it intends to provide service through use of its own facilities, the purchase of unbundled network elements, or resale; (3) identifying the types of services it seeks authority to provide by reference to the general nature of the service, for example, voice, custom calling, signaling, information, data, and video; and (4) listing the technology that will be used to deliver the service, for example, fiber-optic cable, digital switches, or radio;
- ☐ I. All applications must include a proposed price list or tariff setting forth the rates, terms, and conditions of each service offering, unless the applicant is seeking a conditional certificate under subpart 4 and has not yet developed the information listed in this item;
- ☐ (i) Tariff checklist is satisfactory
- ☒ J. Applications for authority to provide local exchange service must include a service area map providing the information required under part 7810.0500, subpart 2, and narrative description of the area for which the applicant is seeking certification, except that if the applicant does not have the necessary agreements or tariffs to serve the entire area for which certification is sought, a map providing the information required under part 7810.0500, subpart 2, and a narrative delineating specifically those areas in which the applicant is currently prepared to provide service. A list of each of the exchanges for which the company is seeking certification will be accepted as the service area map where the entire exchange is served and each exchange is individually identified. Note also that applications for authority to provide local niche service must include a narrative description of the area for which the applicant is seeking certification;
- ☒ K. All applications must include the date by which the applicant expects to offer local service to the entire service area for which the applicant is seeking certification, including the applicant's estimated timetable for providing at least some of its services through use of its own network facilities;
- ☒ L. Applications for facilities-based authority must include a description of the applicant's policies, personnel, and equipment or arrangements for customer service and equipment maintenance, including information demonstrating the applicant's ability to respond to customer complaints and inquiries promptly and to perform maintenance necessary to ensure compliance with the quality requirements set forth in the Commission's rules;
- ☒ M. All applications must include a copy of the applicant's certificate to conduct business from the Minnesota Secretary of State;

Company:

Docket No.:

P6450/NA-05-784

☒ N. An application for facilities-based authority must include a description of the applicant's facilities and the location or proposed location of those facilities; and

☐ O. Other information needed to demonstrate that the applicant has the managerial, technical, and financial ability to provide the services it intends to offer consistent with the requirements of this chapter and applicable law including the following:

☒ i. All applicants must have a toll-free number required pursuant to Minn. Rules pt. 7812.0300, subpt. 3(G).

☒ Toll free number has been called.

800-20-9021

☒ 1. Toll-free number is operational.

☐ 2. Toll-free number is not operational. Explain:

☒ Company states that toll free number will appear on customer bills.

☒ ii. All applications must include a description of the extent to which the applicant has had any civil, criminal, or administrative action against it in connection with the applicant's provision of telecommunications services.

☒ iii. All applications for authority to provide local service must be served on the Department, the OAG-RUD, the Department of Administration, persons certified to provide telecommunications service within the petitioner's designated service area, and the city clerk, or other official authorized to receive service or notice on behalf of the municipality, of all municipalities within the petitioner's designated service area in compliance with Minn. Rules pt. 7812.0200, subpt. 6.

☐ iv. Applicants requesting authority to provide local exchange service must file a 911 plan that complies with the requirements of Minn. Rules pt. 7812.0550.

☐ 911 checklist is satisfactory

☐ v. Applicants requesting authority to provide local exchange service must agree to offer the following services to all customers pursuant to Minn. Rules pt. 7812.0600 (basic service requirements):

☐ single party voice-grade service and touch-tone capability;

☐ 911 or enhanced 911 access;

☐ 1 + intraLATA and interLATA presubscription and code-specific equal access to interexchange carriers subscribing to its switched access service;

☐ access to directory assistance, directory listings, and operator services;

☐ toll and information service-blocking capability without recurring monthly charges as provided in the Commission's ORDER REGARDING LOCAL DISCONNECTION AND TOLL BLOCKING CHARGES, Docket No. P999/CI-96-38 (June 4, 1996), and its ORDER GRANTING TIME EXTENSIONS AND CLARIFYING ONE PORTION OF PREVIOUS ORDER, Docket No. P999/CI-96-38 (September 16, 1996);

variance
requested

Company:
Docket No.:

PL450/NA-05-784

- one white pages directory per year for each local calling area, which may include more than one local calling area, except where an offer is made and explicitly refused by the customer;
- a white pages and directory assistance listing, or, upon customer request, a private listing that allows the customer to have an unlisted or unpublished telephone number;
- call-tracing capability according to chapter 7813;
- tariff language on blocking capability according to the Commission's ORDER ESTABLISHING CONDITIONS FOR THE PROVISION OF CUSTOMER LOCAL AREA SIGNALING SERVICES, Docket No. P999/CI-92-992 (June 17, 1993) and its ORDER AFTER RECONSIDERATION, Docket No. P999/CI-92-992 (December 3, 1993); and
- telecommunications relay service capability or access necessary to comply with state and federal regulations.
- A Separate flat rate service offering. At a minimum, each local service provider (LSP) shall offer the services identified in Minn. Rules pt. 7812.0600, subpt. 1 as a separate tariff or price list offering on a flat rate basis. An LSP may also offer basic local service on a measured rate basis or in combination with other services. An LSP may impose separate charges for the services set forth in subpart 1 only to the extent permitted by applicable laws, rules, and Commission Orders.
- Service area obligations: A LSP shall provide its local services on a nondiscriminatory basis, consistent with its certificate under part 7812.0300 or 7812.0350, to all customers who request service and whose premises fall within the carrier's service area boundaries or, for an interim period, to all requesting customers whose premises fall within the operational areas of the local service provider's service area under part 7812.0300, subpart 4, or 7812.0350, subpart 4. The obligation to provide resale services does not extend beyond the service capability of the underlying carrier whose service is being resold. The obligation to provide facilities-based services does not require an LSP that is not an eligible telecommunications carrier (ETC) to build out its facilities to customers not abutting its facilities or to serve a customer if the local service provider cannot reasonably obtain access to the point of demarcation on the customer's premises.
- Service disconnection. An LSP may disconnect a customer's basic local service as allowed under parts 7810.1800 to 7810.2000, except that it shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.
- A competitive local exchange carrier shall offer each end user at least one flat rate calling area that matches the flat rate calling area offered that customer by the local exchange carrier under Minn.

Company:
Docket No.:

PL450/NA-05-784

Rules pt. 7812.0900, subpt. 1, including any applicable extended area service (pursuant to Minn. Rules pt. 7812.0800, subpt. 1). Minn. Rules pt. 7812.1000 requires that a notice of customer rights be sent to subscribers. At the time service is initiated, at least annually thereafter, and upon customer request, a local service provider (LSP) shall provide customers with a summary, in plain language, of the rights and obligations of customers as provided in items A to D as follows: (A) The notice must describe the complaint procedures available through the LSP and the Commission, and must indicate that the customer can contact the Commission if dissatisfied with the local service provider's resolution of the customer's complaint. The notice must specify the current address and the local and toll-free telephone numbers of the Commission's Consumer Affairs office. (B) The notice must describe the customer's rights regarding the payment of bills, disconnection of service, privacy, deposits, low-income assistance, hearing-impaired programs, and blocking options. (C) The notice must summarize the Commission's service quality standards and the remedies available to customers for failure to meet those standards. (D) The notice must specify the price and service options as required by Minnesota Statutes, section 237.66.

Other issues (specify) _____

IV. RECOMMENDATION OF THE DEPARTMENT

☒ A. Find that applicant possesses the managerial, technical, and financial abilities required under Minnesota law to provide telecommunications services.

☒ B. Grant a conditional certification of authority to provide the following services:

☒ i. ~~Facilities-based~~ local exchange company

☒ a. Exchanges served by Citizens Telecommunications of Minnesota Inc.

☒ statewide

☐ other (specify exchanges) _____

☒ b. Exchanges served by Qwest Corporation

☒ statewide

☐ other (specify exchanges) _____

☒ c. Exchanges served by Sprint Minnesota

☒ statewide

☐ other (specify exchanges) _____

☒ d. Exchanges served by Frontier Communications of Minnesota

☒ statewide

☐ other (specify exchanges) _____

Company:
Docket No.:

PG450/NA-05-784

- ___ e. Exchanges served by the following incumbent local exchange companies:

___ statewide
___ other (specify exchanges) _____

___ ii. Resale of local exchange service

- ___ a. Exchanges served by Citizens Telecommunications of Minnesota Inc.

___ statewide
___ other (specify exchanges) _____

- ___ b. Exchanges served by Qwest Corporation

___ statewide
___ other (specify exchanges) _____

- ___ c. Exchanges served by Sprint Minnesota

___ statewide
___ other (specify exchanges) _____

- ___ d. Exchanges served by Frontier Communications of Minnesota

___ statewide
___ other (specify exchanges) _____

- ___ e. Exchanges served by the following incumbent local exchange companies:

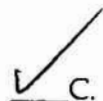
___ statewide
___ other (specify exchanges) _____

___ iii. Long Distance Service

- ___ a. Statewide
___ b. Other (specify) _____

___ iv. Local Niche Service

- ___ a. Statewide
___ b. Other (specify) _____



- ___ C. Grant an operational certificate of authority to provide the following services:

___ i. Facilities-based local exchange company (not subject to standing Order)

- ___ a. Exchanges served by Citizens Telecommunications of Minnesota Inc.

___ statewide
___ other (specify exchanges) _____

- ___ b. Exchanges served by Qwest Corporation

___ statewide
___ other (specify exchanges) _____

- ___ c. Exchanges served by Sprint Minnesota

___ statewide
___ other (specify exchanges) _____

Company:
Docket No.:

PL450/NA-CS-784

- ☐ d. Exchanges served by Frontier Communications of Minnesota
☐ statewide
☐ other (specify exchanges) _____
- ☐ e. Exchanges served by the following incumbent local exchange companies:

☐ statewide
☐ other (specify exchanges) _____
- ☐ ii. Resale of local exchange service
- ☐ a. Exchanges served by Citizens Telecommunications of Minnesota Inc.
☐ statewide
☐ other (specify exchanges) _____
- ☐ b. Exchanges served by Qwest Corporation
☐ statewide
☐ other (specify exchanges) _____
- ☐ c. Exchanges served by Sprint Minnesota
☐ statewide
☐ other (specify exchanges) _____
- ☐ d. Exchanges served by Frontier Communications of Minnesota
☐ statewide
☐ other (specify exchanges) _____
- ☐ e. Exchanges served by the following incumbent local exchange companies:

☐ statewide
☐ other (specify exchanges) _____
- ☒ iii. Long Distance Service
- ☒ a. Statewide
- ☐ b. Other (specify) _____
- ☐ iv. Local Niche Service
- ☐ a. Statewide
- ☐ b. Other (specify) _____
- ☐ D. Require the applicant to fulfill the following conditions for approval of operational certification:
- ☒ 1. Filing of tariff
- ☒ 2. Filing of interconnection agreement
- ☒ 3. Filing of 911 plan
- ☐ 4. Filing of certificate from Minnesota Secretary of State
- ☐ 5. Filing of service area map
- ☐ 6. Filing of narrative description of service area
- ☐ 7. Filing of toll-free number
- ☐ 8. Filing of the following information: _____

Company:
Docket No.:

PG450/NA-05-784

____ 9. Filing containing the following tariff revisions: _____

Company:

Docket No.:

LSSI Corp.
P6450/NA-05-784

CHECKLIST FOR PROCESSING ORIGINAL TARIFFS OR PRICE LISTS

I. TYPE OF TARIFF OR PRICE LIST

- ☒ A. Local Exchange Tariff/Price List
- ☐ B. Access Services Tariff/Price List
- ☒ C. Long Distance Tariff/Price List
- ☐ D. Local Niche Services Tariff/Price List

II. REGULATORY REQUIREMENTS THAT ONLY APPLY TO THE TARIFFS OR PRICE LISTS OF LOCAL EXCHANGE CARRIERS

The regulatory requirements of Minn. Rules Ch. 7810 and Minn. Rules pt. 7812.0600 are as follows:

- ☐ A. The tariffs or price lists of local exchange carriers must offer the following services to all customers pursuant to Minn. Rules pt. 7812.0600 (basic service requirements):
 - ☐ single party voice-grade service and touch-tone capability;
 - ☐ 911 or enhanced 911 access;
 - ☐ 1 + intraLATA and interLATA presubscription and code-specific equal access to interexchange carriers subscribing to its switched access service;
 - ☐ access to directory assistance, directory listings, and operator services;
 - ☐ toll and information service-blocking capability without recurring monthly charges as provided in the commission's ORDER REGARDING LOCAL DISCONNECTION AND TOLL BLOCKING CHARGES, Docket No. P999/CI-96-38 (June 4, 1996), and its ORDER GRANTING TIME EXTENSIONS AND CLARIFYING ONE PORTION OF PREVIOUS ORDER, Docket No. P999/CI-96-38 (September 16, 1996). These Orders state that no telecommunications provide may disconnect local exchange service for nonpayment of toll service. These Orders also require local exchange carriers to offer toll blocking and bill screening services with no monthly charge.;
 - ☐ one white pages directory per year for each local calling area, which may include more than one local calling area, except where an offer is made and explicitly refused by the customer;

Company:
Docket No.:

P6450/NA-05784

- _____ a white pages and directory assistance listing, or, upon customer request, a private listing that allows the customer to have an unlisted or unpublished telephone number;
 - _____ call-tracing capability according to chapter 7813;
 - _____ (i) call Trace provisions in tariff mirror Commission's tariff templates.
 - _____ blocking capability according to the Commission's ORDER ESTABLISHING CONDITIONS FOR THE PROVISION OF CUSTOMER LOCAL AREA SIGNALING SERVICES, Docket No. P999/CI-92-992 (June 17, 1993) and its ORDER AFTER RECONSIDERATION, Docket No. P999/CI-92-992 (December 3, 1993). These Orders require local exchange carriers, who offer class services, to offer CLASS trace services and per call and/or per line blocking of CLASS services with no monthly charge. These Orders also require local exchange carriers, who offer CLASS services, to also educate their customers regarding their options with respect to CLASS services and blocking options; and
 - _____ telecommunications relay service capability or access necessary to comply with state and federal regulations.
- _____ B. A Separate flat rate service offering is required pursuant to Minn. Rules pt. 7812.0600, subpt. 2. At a minimum, each local service provider (LSP) shall offer the services identified in Minn. Rules pt. 7812.0600, subpt. 1 as a separate tariff or price list offering on a flat rate basis. An LSP may also offer basic local service on a measured rate basis or in combination with other services. An LSP may impose separate charges for the services set forth in subpart 1 only to the extent permitted by applicable laws, rules, and commission orders.
- ✓
_____ C. Service area obligations under Minn. Rules pt. 7812.0600, subpt. 3: An LSP shall provide its local services on a nondiscriminatory basis, consistent with its certificate under part 7812.0300 or 7812.0350, to all customers who request service and whose premises fall within the carrier's service area boundaries or, for an interim period, to all requesting customers whose premises fall within the operational areas of the local service provider's service area under part 7812.0300, subpart 4, or 7812.0350, subpart 4. The obligation to provide resale services does not extend beyond the service capability of the underlying carrier whose service is being resold. The obligation to provide facilities-based services does not require an LSP that is not an eligible telecommunications carrier (ETC) to build out its facilities to customers not abutting its facilities or to serve a customer if the local service provider cannot reasonably obtain access to the point of demarcation on the customer's premises.
- ✓
_____ D. Service disconnection requirements under Minn. Rules pt. 7812.0600, subpt. 7: An LSP may disconnect a customer's basic local service as allowed under

Company:
Docket No.:

P6450/NA-05-784

parts 7810.1800 to 7810.2000, except that it shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

- ☐ E. A competitive local exchange carrier shall offer each end user at least one flat rate calling area that matches the flat rate calling area offered that customer by the local exchange carrier under Minn. Rules pt. 7812.0900, subpt. 1, including any applicable extended area service (pursuant to Minn. Rules pt. 7812.0800, subpt. 1).
- ☒ F. Local exchange companies must comply with the requirements of Minn. Stat. § 237.73 before disconnecting local exchange services in cases of fraud. Minn. Stat. § 237.73 generally requires a local exchange carrier to obtain a temporary restraining order or injunction before disconnecting local exchange services in cases of fraud.
- ☒ G. Local exchange carriers who propose to include provisions in their tariffs or price lists allowing for individual case based (ICB) pricing of local exchange services must comply with the Commission's applicable policies and Orders.
- ☒ H. Local exchange carriers that are Eligible Telecommunications Carriers (ETCs) must offer the Link-up Program.
☐ (i) Link-up provisions in tariff mirror Commission's tariff templates.
☐ (ii) Carrier is not an ETC and is not required to offer Link-Up.
- ☒ I. All local exchange carriers who introduce promotions must file the appropriate notices with their promotions pursuant to the requirements of Minn. Stat. § 237.626. Minn. Stat. § 237.626 states that "The notice must identify customers to whom the promotion is available and include cost information demonstrating that the revenue from the service covers incremental cost, including cost of the promotion." The notice must include information showing the number of units projected to be sold during the promotion and the projected revenue to be derived during the promotion less the cost of the promotion (including the cost of the charge that is being waived and the administrative cost of carrying out the promotion) to derive the net value of the promotion.
- ☒ J. Local exchange carriers may not withhold number portability from customers whose accounts are in arrears. Docket Nos. P5692, 421/M-99-196; P5669,430/M-99-701.
- ☐ K. Local service providers must offer the Telephone Assistance Plan (TAP).
☐ (i) TAP provisions in tariff mirror Commission's tariff templates.

Company:
Docket No.:

PL450/NA-CS-784

- ☒ L. Local exchange carriers that file tariffs imposing termination charges on wireless carriers must abide by the Commission's Orders in Docket No. P511/M-03-811.

III. REGULATORY REQUIREMENTS THAT APPLY ONLY TO THE TARIFFS OR PRICE LISTS OF LONG DISTANCE CARRIERS

The regulatory requirements of Minn. Rules Ch. 7810, Minnesota law, and applicable Commission Orders are as follows:

- ☒ A. Minn. Stat. § 237.74, subd. 2 prohibits discrimination with respect to long distance services and states as follows: "No telecommunications carrier shall offer telecommunications service within the state upon terms or rates that are unreasonably discriminatory. No telecommunications carrier shall unreasonably limit its service offerings to particular geographic areas unless facilities necessary for the service are not available and cannot be made available at reasonable costs. The rates of a telecommunications carrier must be the same in all geographic locations of the state unless for good cause the commission approves different rates. A company that offers long-distance services shall charge uniform rates and charges on all long-distance routes and in all geographic areas in the state where it offers the services. However, a carrier may offer or provide volume or term discounts or may offer or provide unique pricing to certain customers or to certain geographic locations for special promotions, and may pass through any state, municipal, or local taxes in the specific geographic areas from which the taxes originate."
- ☒ B. Federal law prohibits IXCs from deaveraging interstate rates based on differing access charges and preempts inconsistent state law on intrastate rates that might otherwise permit such deaveraging.¹
- ☒ C. With respect to those carriers who bill for uncompleted calls, the Commission's October 16, 1987 Notice to All Long Distance Carriers requires carriers to notify their customers regarding policies relating to billing for uncompleted telephone calls and the policies regarding the availability and procedures for providing refunds of those billed amounts.

IV. REGULATORY REQUIREMENTS THAT APPLY TO THE TARIFFS OR PRICE LISTS OF ALL TELECOMMUNICATIONS CARRIERS

The regulatory requirements of Minn. Rules Ch. 7810, Minnesota law, and applicable Commission Orders are as follows:

- ☒ A. The disconnection requirements in Minn. Rules pt. 7810.1800 through 7810.2200 apply to all telephone companies. Minn. Rules pt. 7810.1800

¹ Policy and Rules Concerning the Interstate, Interexchange Marketplace, "Report and Order," 1996 WL 444636, 11 F.C.C.R. 9564, 11 FCC Rcd. 9564 (Aug. 07, 1996) (No. CC 96-61, FCC 96-331) at ¶¶38, 46.

specifies the permissible reasons to disconnect service with notice. Minn. Rules pt. 7810.1900 specifies permissible reasons to disconnect service without notice. Minn. Rules pt. 7810.2000 specifies nonpermissible reasons to disconnect service. Minn. Rules pt. 7810.2100 requires that service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or any time when the utility's business offices are not open to the public, except where an emergency exists. Minn. Rules pt. 7810.2200 states that a utility shall not charge a reconnect fee for disconnection of service without notice pursuant to Minn. Rules pt. 7810.1900 (B).

✓ (i) Disconnection provisions in tariff mirror Commission's tariff templates.

✓ B.

Notices sent out pursuant to Minn. Rules Ch. 7810 must comply with the notice requirements of Minn. Rules pt. 7810.2300. The notice requirements under Minn. Rules pt. 7810.2300 require, among other things, that notice must precede the action to be taken, such as disconnection, by at least five days excluding Sundays and legal holidays.

✓ C.

All telephone companies operating in Minnesota must comply with the Commission's deposit and guarantee requirements in Minn. Rules pt. 7810.1500 through 7810.1700. Minn. Rules pt. 7810.1500 states that deposits can only be based on a customer's utility credit rating. Minn. Rules pt. 7810.1600 requires that deposits be refunded after 12 months of prompt payment of bills to a given telephone company. Minnesota Statutes §325E.02 requires interest to be paid on deposits over \$20 at the rate set by the Commissioner of the Department of Commerce, and posted on the Department's website at www.commerce.state.mn.us. Minn. Rules pt. 7810.1700 covers guarantee of payment.

✓ (i) Deposit provisions in tariff mirror Commission's tariff templates.

✓ (ii) No deposit required.

✓ D.

All telephone companies who apply a returned check charge must comply with the requirements of Minn. Stat. § 604.113. Minn. Stat. § 604.113 states that "a service charge of up to \$30, may be imposed immediately on any dishonored check by the payee or holder of the check, regardless of mailing a notice of dishonor, if notice of the service charge was conspicuously displayed on the premises when the check was issued. Only one service charge may be imposed under this paragraph for each dishonored check. The displayed notice must also include a provision notifying the issuer of the check that civil penalties may be imposed for nonpayment." To satisfy this requirement, local service providers must list the returned check charge in their annual notice of customer rights required under Minn. Rules 7812.1000 and in their tariffs. Long distance providers must list the charge in their tariffs.

Company:
Docket No.:

PG450/INA-05-784

- ☒ E. Telephone companies are not allowed to disconnect service in cases of insolvency or bankruptcy that are unrelated to the payment of services to a given telephone company. Minn. Rules pt. 7810.1500 states that "no utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer." Minn. Rules pt. 7810.1800 does not allow for disconnection of services in general cases of bankruptcy and insolvency which are unrelated to the use of the utility's services.
- ☒ F. The Commission requires telephone companies who require advance payments from some, but not all, subscribers of a given service to comply with the Commission's deposit rules with respect to these advance payments. This requirement was established pursuant to the Commission's Order of April 1, 1993 for Docket No. P999/CI-92-868.
- ☒ G. Telecommunications carriers may not include "forum selection" clauses in their tariffs or contracts which requires customers to litigate in an out-of-state forum. Docket No. P5358, 5381/C-97-1197, Order issued December 29, 1997.
- ☒ H. Telecommunications carriers may not include mandatory arbitration provisions in their tariffs. Customers must have the option of filing complaints with the Commission or filing a claim in court in lieu of arbitration. Docket No. P3073/TC-97-1326, Order Issued February 25, 1998.
- ☒ I. All telephone companies must comply with the Commission's dial service requirements. Minn. Rules pt. 7810.5300 requires complete dialing of called numbers on at least 97 percent of telephone calls.
- ☒ J. All telephone companies operating in Minnesota are required, under the tariff filing requirements of Minn. Stat. § 237.07 and § 237.74, subd. 1 to submit tariff or price list filings for individual promotions. Although telephone companies may include general language in their tariffs or price lists indicating that they offer promotions, the companies should be aware that individual tariff or price list filings must be filed and the filings must describe the individual promotions in detail.
- ☐ K. Other issues (specify) _____

V. RECOMMENDATION OF THE DEPARTMENT

- ☐ A. Approve the proposed tariff/price list as filed by the Company.

Company:
Docket No.:

P6450/NA-05-784

___ B. Approve the proposed tariff/price list as filed by the Company and revised on the following date(s): _____.

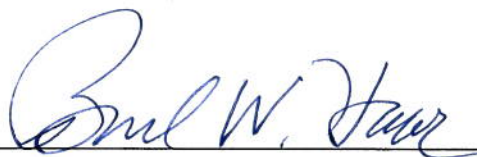
☒ C. Approve the proposed tariff/price list as filed by the Company and revised on June 10, 2005 contingent upon the Company filing the following tariff revisions within 30 days of the date of issuance of the Order in this case:

see conditions noted on cover letter

EXHIBIT C

CERTIFICATION

I, the undersigned, as Executive Secretary of the Minnesota Public Utilities Commission and custodian of the records thereof, do hereby certify that I have compared the attached copy of the *REVISED TARIFF, dated MARCH 10, 2008, in Docket P5460/M-07-1520* with the original *REVISED TARIFF, dated MARCH 10, 2008, in Docket P5460/M-07-1520* filed in this office, and that IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Minnesota Public Utilities Commission in the city of Saint Paul, Minnesota this *5th day of April, 2013*



Burl W. Haar

EXECUTIVE SECRETARY

MINNESOTA PUBLIC UTILITIES COMMISSION



KLEIN LAW GROUP PLLC

601 13TH STREET, N.W.
SUITE 1000 SOUTH
WASHINGTON, DC 20005
PHONE: 202.289.6955
FAX: 202.289.6997

4800 MONTGOMERY LANE
BETHESDA, MD 20814
PHONE: 301.664.6330
FAX: 301.664.6323

Allen C. Zoracki
AZoracki@KleinLawPLLC.com

Admitted in New York

March 10, 2008

Via Electronic Filing

Burl W. Haar, Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

Re: Docket No. P6450/M-07-1520
LSSi Corp. Name Change to LSSI Data Corp.

Dear Secretary Haar:

Pursuant to the Minnesota Public Utilities Commission's Order of February 8, 2008 in the above-referenced docket approving the name change of LSSi Corp. to LSSI Data Corp., LSSI Data Corp. ("LSSI") respectfully files herewith a revised tariff reflecting its new name. The revised tariff reflects LSSI's new name and updated contact information. The rest of the tariff is the same as the previous tariff on file with the Commission.

Should there be any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

/s/ Allen C. Zoracki

Allen C. Zoracki
Counsel for LSSI Data Corp.

cc: All parties of record

Tariff Schedule Applicable To

**LOCAL EXCHANGE AND INTEREXCHANGE
TELECOMMUNICATION SERVICES**

Within the State of

MINNESOTA

LSSI DATA CORP.

560 Lexington Ave., 14th Floor
New York, NY 10022

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of specialized, discretionary, on demand local exchange telecommunications services provided by LSSI Data Corp. ("Company"), with principal offices at 560 Lexington Ave, 14th Floor, New York, NY 10022 for Services furnished within the State of Minnesota. This Tariff is on file with the Minnesota Public Utilities Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 10, 2008

Issued By:

Genny Nendel, Associate General Counsel
LSSI Data Corp.
2401 N. Glassel St.
Orange, CA 92867

Effective: April 1, 2008

TABLE OF CONTENTS

Table of Contents	1
Check Page.....	2
Explanation of Symbols	3
Application of Tariff	4
Tariff Format.....	5
Section1–Definitions.....	6
Section2–Regulations	10
Section3–Description of Service.....	34
Section4–Rates and Charges.....	39

CHECK PAGE

Pages of this Tariff are effective as of the date shown at the bottom of the respective Page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Page.

Page No.	Page Version	Page No.	Page Version
Title	First Revised*	26	First Revised*
1	First Revised*	27	First Revised*
2	First Revised*	28	First Revised*
3	First Revised*	29	First Revised*
4	First Revised*	30	First Revised*
5	First Revised*	31	First Revised*
6	First Revised*	32	First Revised*
7	First Revised*	33	First Revised*
8	First Revised*	34	First Revised*
9	First Revised*	35	First Revised*
10	First Revised*	36	First Revised*
11	First Revised*	37	First Revised*
12	First Revised*	38	First Revised*
13	First Revised*	39	First Revised*
14	First Revised*		
15	First Revised*		
16	First Revised*		
17	First Revised*		
18	First Revised*		
19	First Revised*		
20	First Revised*		
21	First Revised*		
22	First Revised*		
23	First Revised*		
24	First Revised*		
25	First Revised*		

* Indicates new or revised sheet with this filing

(T)

Issued: March 10, 2008

Effective: April 1, 2008

Issued By:

Genny Nendel, Associate General Counsel
LSSI Data Corp.
2401 N. Glassel St.
Orange, CA 92867

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify changed condition or regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (E) To signify an error or a correction
- (F) To signify a change in format or numbering
- (I) To signify a change resulting in an increase to a Customer's bill
- (M) To signify that material has been moved from another tariff location
- (N) To signify a new rate, regulation condition or sheet
- (R) To signify a change resulting in a reduction to a Customer's bill
- (T) To signify a change in text but no change to rate or charge

APPLICATION OF TARIFF

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized, discretionary, on demand telecommunications Services by LSSI Data Corp. hereinafter referred to as the "Company" or "LSSI," to Customers within the State of Minnesota. The Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein. (T) (T)

All services are interstate offerings. Local exchange service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

This Tariff is on file with the Minnesota Public Utilities Commission. In addition, this Tariff is available for review at the main office of LSSI at 560 Lexington Ave, 14th Floor, New York, NY 10022. (T)

Issued: March 10, 2008

Effective: April 1, 2008

Issued By:

Genny Nendel, Associate General Counsel
LSSI Data Corp.
2401 N. Glassel St.
Orange, CA 92867

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages** - When a Tariff filing is made with the Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some Pages.) The Tariff User should refer to the latest Check Page to find out if a particular Page is the most current on file with the Commission.

SECTION 1 – DEFINITIONS

Access Line: An arrangement from a local Exchange Telephone Company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment: Part or all of a payment required before the start of Service.

Authorized User: A person, firm or corporation authorized by the Customer to be an end-User of the Service of the Customer.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Commission: Minnesota Public Utilities Commission

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: LSSI, the issuer of this Tariff. (T)

Customer: The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided Service and that is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's Services.

SECTION 1 – DEFINITIONS, Continued

Directory Assistance Service: A Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System (“IVS”) that will provide available, published directory listings.

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an Exchange Area, and between Exchange Areas within the LATA.

FCC: Federal Communications Commission.

Individual Case Basis (“ICB”): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier (IXC): A long distance telecommunications services provider.

Local Exchange Carrier (“LEC”): A provider of local telephone service.

Local Calling Area: The area within which a Subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

SECTION 1 – DEFINITIONS, Continued

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

Non-recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Branch Exchange (“PBX”): Customer equipment used to manage and process calls over the Customer’s internal multi-instrument telephone network.

Private-Line Facility: A non-switched facility dedicated to the Customer’s use from transmitting and receiving data and other communications.

Service: Any means of Service offered herein or any combination thereof.

Service Area: The area in which the Company provides Service.

Station: The network control signaling unit and any other equipment provided at the Customer’s Premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber: The person, firm, partnership, corporation, or other entity who utilizes Telecommunications Service from the Company.

(T)

SECTION 1 – DEFINITIONS, Continued

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

SECTION 2 – REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

The Company undertakes to furnish specialized, discretionary, on demand telecommunications Service pursuant to the terms of this Tariff in connection with one-way and/or Two-Way information transmission between points within the State of Minnesota.

The Company is responsible under this Tariff only for the Services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2. Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

SECTION 2 -- REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day.
- B. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- C. Should presubscribed Service be offered, presubscribed Service may be disconnected upon written notice to the Customer pursuant to the applicable provisions of Minnesota Public Utilities Commission Rules Part 7810.1800; Part 7810.1900, Disconnection of Service Without Notice; Permissible Reasons, Disconnection of Service With Notice; Permissible Reasons; and Part 7810.2300, Notice Requirements.
- D. This Tariff shall be interpreted and governed by the laws of the State of Minnesota regardless of its choice of laws provision.
- E. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain Service directly from the Company.
- F. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 -- REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to any charge per call.
- B. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and Services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

D. Continued

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Section 2.1.4.
7. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that Service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities.

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.5. Provision of Equipment and Facilities

- A. To the extent that facilities are required to serve the Customer, the Company shall use reasonable efforts to make available facilities to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.5. Provision of Equipment and Facilities, Continued

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.6. Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In that case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

SECTION 2 – REGULATIONS, Continued

2.2. PROHIBITED USES

- 2.2.1** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3.** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4.** A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

SECTION 2 – REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. General

The Customer is responsible for complying with Tariff regulations. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

SECTION 2 – REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.1. General, Continued

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination Of Service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

SECTION 2 – REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.2. Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate page of the Company, or otherwise, for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 – REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.1. General

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

2.4.2. Station Equipment

- A. Terminal Equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 -- REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

2.4.3. Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Tariff. All such Terminal Equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the User is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 – REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.5.1. Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

SECTION 2 -- REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for Services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within twenty-two (22) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within twenty-two (22) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Billing and Collection of Charges, Continued

- F. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty-two (22) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.
- G. The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- I. If Service is disconnected by the Company in accordance with Section 2.5.8 following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.3. Disputed Bills

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

LSSI Data Corp.
560 Lexington Ave., 14th Floor
New York, NY 10022
Toll-Free: 800.210.9021

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

Consumer Assistance/Information:
Local: 651.296.0406
Toll Free: 800.657.3782
Web: consumer.puc@state.mn.us

General Information:
Local: 651.296.7124
Fax: 651.297.7073

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Refusal to Provide Service

The Company may refuse to provide Service at one or more of the same Customers' Premises for the following reasons:

- A. The Applicant has an outstanding amount due for similar Services and the Applicant is unwilling to make acceptable arrangements with the Company for payment.
- B. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities.
- C. Customer is known to be in violation of the Company's tariffs filed with the Commission.
- D. Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing Service.
- E. Applicant falsifies his or her identity for the purpose of obtaining Service.

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Cancellation of Application for Service

- A. Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Charges will be calculated and applied on a case-by-case basis.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Cancellation of Service by Company**

Without incurring liability, the Company may disconnect Service to a Customer or a particular Customer location, or may refuse to provide Service, under the following conditions:

A. Disconnection of Service Without Notice

Company reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability, in accordance with Minnesota Public Utilities Commission Rules Part 7810.1900, Disconnection of Service Without Notice; Permissible Reasons:

1. In the event of a condition determined to be hazardous to the Customer, to other customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
2. In the event of tampering with the Company's equipment; or
3. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's Service to others.

B. Disconnection of Service With Notice

Company may discontinue Service on five (5) days notice, excluding Saturdays, Sundays and holidays, according to the following conditions, in accordance with the Minnesota Public Utilities Commission Rules Part 7810.1800, Disconnection of Service With Notice; Permissible Reasons and Part 7810.2300, Notice Requirements:

1. For failure of the Customer to pay a bill for the Company's Service, including FCC approved user charges, when due;
2. For failure of the Customer to meet the Company's deposit and credit requirements;
3. For failure of the Customer to make proper application for Service;
4. For Customer's violation of any of the Company's rules on file with the Commission;

Issued: March 10, 2008

Effective: April 1, 2008

Issued By:

Genny Nendel, Associate General Counsel

LSSI Data Corp.
2401 N. Glassel St.
Orange, CA 92867

SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Cancellation of Service by Company, Continued

B. Disconnection of Service With Notice, Continued

5. For failure of the Customer to provide the Company reasonable access to its equipment and property;
6. For Customer's breach of the contract for Service between the Company and the Customer;
7. For a failure of the Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining Service; or
8. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

C. General Disconnection Rules

1. Partial Payments

Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local Service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone Service charges first before being applied to charges for nonregulated services.

SECTION 2 – REGULATIONS, Continued

2.6. TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Tariff.

2.7.1. Customer Liability for Fraud and Unauthorized Use of the Network

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the unauthorized User before notification to the Company.

SECTION 2 – REGULATIONS

2.8. NOTICES AND COMMUNICATIONS

- 2.8.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.8.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 2.8.3.** Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. Types of Charges

A. Per use charges apply to Company's call completion Service, as set forth in this Tariff.

B. Payment (Accounting) Fees

1. Late Fee
2. Return Check Fee

C. Taxes

1. Customer Liability for Taxes and Fees

Telephone usage is subject to all federal, state, local taxes, surcharges and mandated regulatory fees including but not limited to universal service fund, universal service fund carrier cost recovery fee and Access Line fees.

2. Local Service Taxes

The following taxes are only charged if the Customer subscribes to local Service.

- (a) Federal Regulatory Fee (FCC)
- (b) Local Number Portability (LNP)
- (c) Federal Line Charge (EUCL)

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.2. Call Timing for Usage Sensitive Services

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each Service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.1.3. Promotions

The Company may, from time to time, offer Services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

3.1.4. Individual Case Basis Arrangements

[Reserved for future use].

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICE AREAS

3.2.1. Service Area

- A. Exchange access Services are provided in the portions of Minnesota served by the areas defined by the following companies:
- Qwest Communications Corporation (“Qwest”),
 - Citizens Telecommunications Company of Minnesota (“Citizens”),
 - Frontier Communications of Minnesota, Inc. (“Frontier”)
 - Sprint Minnesota, Inc. (“Sprint”)
- B. The Company’s description of Service area in no way compels the Company to provide any Service in an area where facilities or other extenuating factors limit the Company’s ability to provide Service.

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. CALL COMPLETION SERVICE

Call Completion Service is available to business Customers that have used Company's Directory Assistance information service and seek to have the Company automatically place an outbound call based on the telephone number identified by through the directory assistance query.

To invoke the Call Completion Service, a Customer will receive an announcement instructing the Customer of the cost of using the service, and requiring the Customer to affirmatively select to use the service.

The rate for Call Completion Service is on a flat per call fee basis.

SECTION 4 –RATES AND CHARGES

4.1. CALL COMPLETION SERVICE

Call Completion Service, per call	
All Times of Day	\$1.50

Issued: March 10, 2008

Effective: April 1, 2008

Issued By:

Genny Nendel, Associate General Counsel

LSSI Data Corp.
2401 N. Glassel St.
Orange, CA 92867

CERTIFICATE OF SERVICE

I, Allen C. Zoracki, hereby certify that on this 10th day of March, 2008, I served a true and correct copy of LSSI Data Corp.'s revised tariff reflecting its name change on the following parties through the means indicated below.

Burl W. Haar (by electronic file)
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East
Suite 350
St. Paul, MN 55101-2147

Julia Anderson (by U.S. Mail)
Attorney General's Office
Minnesota Department of Commerce
1400 NCL Tower
445 Minnesota St.
St. Paul, MN 55101-2131

Genny Nendel (by e-mail)
LSSI Data Corp.
2401 N. Glassel St.
Orange, CA 92867

Linda Chavez (by electronic file)
Minnesota Department of Commerce
85 7th Place East
Suite 500
St. Paul, MN 55101-2198

Curt Nelson (by U.S. Mail)
Attorney General's Office – RUD
900 Bremer Tower
445 Minnesota St.
St. Paul, MN 55101-2130

/s/ Allen C. Zoracki

Allen C. Zoracki

CERTIFICATION

I, the undersigned, as Executive Secretary of the Minnesota Public Utilities Commission and custodian of the records thereof, do hereby certify that I have compared the attached copy of the *REVISED TARIFF, dated MARCH 10, 2008, in Docket P6450/M-07-1520* with the original *REVISED TARIFF, dated MARCH 10, 2008X, in Docket P6450/M-07-1520* filed in this office, and that IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Minnesota Public Utilities Commission in the city of Saint Paul, Minnesota this *date day of month, 2011*

Burl W. Haar

EXECUTIVE SECRETARY

MINNESOTA PUBLIC UTILITIES COMMISSION



EXHIBIT D

IDENTIFICATION OF EXCISED MATERIAL:

EXHIBIT TITLE: Membership Interest Purchase Agreement dated as of December 1, 2014 between Volt Delta Resource Holdings, Inc., Volt Information Sciences, Inc. and NewNet Communication Technologies

GENERAL IMPORT: Membership Interest Purchase Agreement between the Parties covering the purchase and sale of a membership interest.

NATURE OF THE MATERIAL: Supporting documentation.

AUTHOR: the Parties

Dated December 1, 2014

EXHIBIT E

IDENTIFICATION OF EXCISED MATERIAL:

EXHIBIT TITLE: Transferee's Financials

GENERAL IMPORT: Financial documentation showing income statements and balance sheets of NewNet Communication Technologies, LLC.

NATURE OF THE MATERIAL: Supporting documentation.

AUTHOR: NewNet Communication Technologies, LLC

Dated as of December 31, 2013