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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**TITLE SHEET**

**COMPETITIVE TELECOMMUNICATIONS SERVICES**

This Tariff applies to the Competitive Facilities-based and Resold Intrastate Telecommunications Service furnished by Enhanced Communications Network, Inc. d/b/a Asian American Association Telecom Services ("Company"). This tariff is on file with the Illinois Commerce Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: June 9, 2008

Effective: June 11, 2008

Issued by: Thomas Haluskey, Director of Operations  
Enhanced Communications Network, Inc.  
d/b/a Asian American Association Telecom Services  
1031 S. Glendora Avenue  
West Covina, CA 91790

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**CHECK SHEET**

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original
2	1 <sup>st</sup> Revised *	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	1 <sup>st</sup> Revised *
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SYMBOLS**

The following symbols shall be used in this tariff for the purposes indicated below:

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text Only, No Change In Rate

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement that connects the customer's location to a switching center or point of presence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to Enhanced Communications Network, Inc. d/b/a Asian American Association Telecom Services, unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Commission** - The Illinois Commerce Commission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The person or legal entity that subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Holidays** - The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**ILEC** - Incumbent Local Exchange Carrier.

**LEC** - Local Exchange Carrier.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)**

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**Local Access and Transport Area (LATA)** - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

**Normal Business Hours** - 8 a.m. to 7 p.m. PST, Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Travel Card** - A prepaid or postpaid calling card issued by Carrier that allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1. Undertaking of the Company**

2.1.1 Application of Tariff

2.1.1.A. This Tariff contains the regulations and rates applicable to intrastate resale communications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available 24 hours a day, seven days a week.

2.1.1.B. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

2.1.2.A. Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due by the date specified on the bill sent by the Company that may not be less than 21 days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Illinois.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- 2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**2.2. Shortage of Equipment or Facilities**

- 2.2.1 The Company reserves the right to limit or 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.
- 2.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

**2.3. Use of Service**

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.3 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.3.4 Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.3.5 Carrier's services may be denied for nonpayment of charges or for other violations of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.4. Liabilities of the Company**

- 2.4.1 Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.4.2 When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.
- 2.4.3 The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any regulated or non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect incidental or exemplary damages.
- 2.4.4 Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.4.5 Carrier shall not be liable for defacement of or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- 2.4.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4.7 Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.4.8 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

**2.5. Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

**2.6. Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.7. Establishing Credit**

- 2.7.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

2.7.2 Applicants for Service

2.7.2.A. The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business), previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

2.7.2.B. Residence service applicants may establish credit in one of the following ways:

1. Responding in a manner satisfactory to the Company to a set of standard questions. The applicant may be required to provide proof in support of these responses.
2. Payment of a cash deposit to the Company in accordance with the following section.
3. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.
4. Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.

2.7.2.C. Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 2.7.2.B.2 or 2.7.2.B.4 above.

2.7.2.D. If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.

2.7.2.E. If credit is not established the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

2.7.2.F When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

2.7.3 **Customers**

2.7.3.A. A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:

1. During the first twelve months that a customer receives service, the customer pays late four times or has service disconnected by the Company for nonpayment two times.
2. After the first twelve months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve-month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
3. After the first twelve months that a business customer has received service, the business customer pays late at least six times during any twelve-month period.

2.7.3.B. Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit. A customer may be required to 2.7.2.B. (1), (2), or (3) preceding.

2.7.3.C. The Company will make its request for a deposit within 45 days after the event, giving rise to the request takes place.

**2.8. Deposits**

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

2.8.1 Amount of Deposit

The amount of the cash deposit may not exceed two (2) month's estimated usage for residential customers and four (4) month's estimated usage for business customers.

2.8.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

2.8.3 Refund of Deposit

Deposits plus interest will automatically be refunded after being held for 12 months so long as:

- A. the customer has paid any past due bill for service owed to the company;
- B. service has not been discontinued for nonpayment;
- C. the customer has not paid late four (4) times, or
- D. the company has not provided evidence that the customer used a device or scheme to obtain service without payment.

2.8.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.

2.8.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- A. By credit to the customer's account annually, or
- B. By payment, no more than once in any 12-month period, when requested by the customer, or
- C. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

2.8.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

**2.9. Payment for Services**

2.9.1 Due Date

The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.9.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

2.9.3 Billing inquiries may be directed to the Company at the address below or its toll free number 1-888-888-8881. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due. The Carrier's address is:

Customer Service  
Enhanced Communications Network, Inc.  
d/b/a Asian American Association Telecom Services  
P.O. Box 948  
Rosemead, CA 91790

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- 2.9.4 If there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

Illinois Commerce Commission  
527 East Capitol Avenue  
P.O. Box 19280  
Springfield, IL 62794-9280

- 2.9.5 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

**2.10. Deferred Payment Agreements**

- 2.10.1 Residential customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by periodic payments. All applicants for service, nonresidential customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 2.10.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.
- 2.10.3 An applicant for residential service or a residential customer will be required to pay no more than  $\frac{1}{4}$  of the amount past due at the time of entering into the Deferred Payment Agreement. An applicant for business service or a business customer will be required to pay no more than  $\frac{1}{3}$  of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four months and a maximum of twelve months in which to complete payment pursuant to this Agreement.
- 2.10.4 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.11. Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

**2.12. Late Payment Charge**

Customers will be charged a 1.5% late fee on any overdue balance.

**2.13. Cancellation by Customer**

Customer may cancel service by providing written or oral notice to the Company.

**2.14. Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

**2.15. Termination of Service by Carrier**

2.15.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- A. For failure to make or increase a deposit as set forth herein.
- B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer. The Company may discontinue service if the current customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act [750 ILCS 65/15], unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to Section 735.120 and/or enters into a deferred payment agreement.
- C. For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- D. For failure to make payment in accordance with the terms of a deferred payment arrangement;
- E. The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- F. For violation of or noncompliance with a Commission order.
- G. For violation of or noncompliance with any rules of the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user;
- H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- I. The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- J. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- K. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

2.15.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- A. Except as set forth in section 2.15.1.B. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
- B. Failure to pay charges for directory advertising.
- C. Failure to pay the past due bill for a different class of service (residential or business).
- D. Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

2.15.3 Discontinuance Procedures

- A. The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
- B. Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
- C. Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the 20-day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- D. In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the customer.
- E. Service will not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three hours of receipt of payment.
- F. Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 2.10 of these tariffs.

2.15.4 The following additional provisions will apply for the termination of residential service:

- A. The Company will postpone discontinuance of telephone service to a residential customer for thirty (30) days from the date of certification by a licensed physician that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident in the customer's household. Initial certification by the certifying physician may be by telephone if written certification is forwarded within five (5) days.
- B. This certificate of medical emergency must be in writing on stationery that clearly sets forth the name of the doctor, hospital, or medical clinic. The certificate must clearly show the name of the person whose illness would be aggravated, the nature of the medical emergency, and the name, title, and signature of the licensed physician certifying the medical emergency.
- C. Initial certification shall prohibit discontinuance of service for thirty (30) days. Certification may be renewed by the customer for one additional thirty (30) day period by providing another certificate to the utility. Failure to so renew the certificate shall entitle the utility to initiate discontinuance procedures. Within the first 30 days the customer must enter into a Deferred Payment Agreement for the retirement of the unpaid balance of the account and keep the current account paid during the period that the unpaid balance is to be retired.
- D. In the event service is discontinued within ten (10) days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.16. Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.17. Credit for Interruptions**

2.17.1 Subject to the exceptions contained in Section 2.17.2, when use of service or facilities furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company:

- A. If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
- B. If the interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services;
- C. If the interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services;

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- D. If the interruption last for greater than ninety-six (96) hours but equal to or less than one hundred (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;
- E. If the interruption last for greater than one hundred (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20 per day, at the Customer's option.
- F. The credit for services applies to the following non-usage sensitive services:
- Monthly Basic Local Service
  - End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
  - Flat Rated Extended Area Service (where applicable)
  - Custom Calling Features
  - Class Features
- G. For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.
- H. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

2.17.2 Limitations on Credit for interruption Allowance

Credits do not apply if the violations of a service quality standard:

- A. occurs as a result of a negligent or willful act on the part of the customer;
- B. occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;
- C. occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- (1) a declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area; or
- (2) an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first 7 calendar days of a strike or other work stoppage; or
- (3) a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

An emergency situation shall not include:

- (1) a single event caused by high temperature conditions alone; or
- (2) a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company; or
- (3) any service interruption that occurs during a single event listed above, but are not caused by those single events; or
- (4) a single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
- (5) is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
- (6) occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
- (7) occurs as a result of a Company's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
- (8) occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.18. Credits For New Service Installation**

- 2.18.1 The Company shall install basic local exchange service within 5 business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond 5 business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within 3 business days after the other carrier has completed provisioning.)
- 2.18.1.A. If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$25.
- 2.18.1.B. If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absence of an installation charge or where installation is pursuant to the Link Up program, the Company shall provide a credit of \$50.
- 2.18.1.C. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.
- 2.18.2 The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.18.3 If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested.
- 2.18.4 If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours notice by the end of each 4 hour window the day before the scheduled appointment.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.19. Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.20. Dishonored Check Charge**

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution (including ACH payments) shall be charged a per check fee of \$20.00.

If the customer remits to the company on more than one occasion during a 12-month period a check, draft, or other instrument that is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

**2.21. Service Restoral Charge**

The Company does not charge a restoral fee.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.22. Customer Complaints**

Customers can reach the Company's Customer Service department by dialing the toll free number 1-888-888-8881 Monday through Friday 8am to 7pm PST. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. The company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the Illinois Commerce Commission as follows:

Illinois Commerce Commission  
Consumer Services Division  
527 East Capitol Avenue  
Springfield, Illinois 62701  
Phone: 800-524-0795

**2.23. Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

**2.24. Directory Listings**

2.24.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.24.2 The Company is not liable for any errors or omissions in directory listings.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.25. Universal Emergency Telephone Number Service (911, E911)**

- 2.25.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 2.25.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.25.3 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.25.4 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.25.5 The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and unpublished service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.25.6 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- 2.25.7 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

**2.26. Telecommunications Relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

- 2.26.1 The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing and Voice Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 4 tariff.
- 2.26.2 The Company extends this concurrence to any and all changes that may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 and ILL.C.C. No. 4 tariffs.
- 2.26.3 The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.27. ITAP Supplemental Charge**

Pursuant to the Order dated May 8, 2002, of the Illinois Commerce Commission in Docket No. 02-0238, the Company will impose a supplemental charge of ten cents per month per line for all subscriber lines other than Centrex-type lines, and a charge of one cent on each Centrex-type line, effective with bills rendered on or after June 1, 2002, or at the beginning of the first cycle after June 1, 2002. Pursuant to the Order in 91-0141 the line charge will be included in the basic telecommunications charges.

**2.28. Telephone Assistance Programs**

**2.28.1 Supplemental Link-Up Assistance**

A credit of \$10 or 50% of the connection charge, whichever is lesser, will be applied to each new eligible customer

2.28.1.A. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (1) and (2), below for purposes of eligibility.

- (1) Medicaid
- (2) Food Stamps
- (3) Supplemental Security Income (SSI)
- (4) Federal Housing Assistance
- (5) Low-Income Home Energy Assistance (LIHEAP)

2.28.1.B. The Company will obtain verification either through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E shall constitute proof of income eligibility.

2.28.1.C. The low-income assistance shall be available to only one access line per low-income household.

**2.28.2 Supplemental Lifeline Assistance**

The supplemental Lifeline Program is funded through voluntary contributions from Illinois customers as described in paragraph 2.28.3 following. An additional discount of \$1.20 will be applied to each eligible subscriber as defined in 2.28.1.A preceding.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

- 2.28.2.A. The eligibility criteria for the Lifeline Program shall be the same as that provided under the Link-Up Program as specified in paragraphs 2.28.1.A and B.
- 2.28.2.B. Lifeline service shall not be disconnected for nonpayment of toll charges.
- 2.28.2.C. Toll limitation will be offered without charge to all qualifying low-income consumers when subscribing to Lifeline service. The qualifying low-income subscriber who voluntarily elects toll blocking where available, will not be required to pay a service deposit in order to initiate Lifeline service. If toll blocking is unavailable, the carrier may charge a service deposit.
- 2.28.3 Voluntary Contributions
- 2.28.3.A. Customers wishing to participate in funding the Universal Telephone Service Assistance Program (UTSAP), Supplemental Link-Up Assistance and Supplemental Life Assistance, may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the customer's telephone bill. The voluntary contribution shall not reduce the customer's telephone bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due to the Company for telephone services or other charges.
- 2.28.3.A.1 Residential customers may elect to contribute:
- (a) \$0.50
  - (b) \$1.00
  - (c) \$2.00
  - (d) \$5.00
- 2.28.3.A.2 Business customers may elect to contribute:
- (a) \$1.00
  - (b) \$5.00
  - (c) \$10.00
  - (d) \$25.00
- 2.28.3.B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least 30 days notice to the Company.
- 2.28.3.C. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.
- 2.28.3.D. One time or periodic contributions may be made directly to UTSAP.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.29. Digital Divide Elimination Fund Program**

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- 2.29.1 Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.
- 2.29.2 This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- 2.29.3 Customers may elect to contribute \$.50, \$1, \$2, \$5, \$10, \$15 or \$25 per month per line.
- 2.29.4 Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the Company.
- 2.29.5 Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**3 EXCHANGE SERVICE AREAS**

**3.1 Service Area**

Exchange access services are provided in limited geographic areas. Exchange access services are available only in the following geographic locations:

*Illinois Bell Telephone Company d/b/a AT&T Illinois service areas throughout Illinois.*

The Company's service area description above 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 such services.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 4.0 – BASIC SERVICES AND RATES**

**4.1 Local Calling Plans**

**4.1.1 POWER PLAN - BUSINESS**

This plan is available to business Customers who select the Company as their Local Exchange Carrier and Presubscribe the Company as their IXC whereby the Company carries 100% of the Customer's local, toll and long distance calls. A selection of any six (6) features from the company's list of features is included.

**4.1.1.1 General**

The usage rates are not time of day sensitive, and apply twenty-four (24) hours per day, seven (7) days a week. All calls are billed in full minute (60 second) increments. No time of day discounts apply. This plan is subject to all the rules, terms and conditions specified in this tariff.

**4.1.1.2 Usage Rates**

Charges consist of (1) a monthly recurring rate per line; (2) a per minute usage charge; and (3) rates for the use of features.

A. Monthly rates, per line

Primary Line (includes 6 free features)	\$29.95
Additional Line (No free features)	\$19.95

B. Usage rates, per minute

Local Zone 1	\$0.012
Local Zone 2	\$0.012
Local Zone 3	\$0.012
IntraLATA Toll	\$0.049
Intra-State Calls	\$0.049

C. Usage Rates, per use

Call Return	\$1.99
3-Way Calling	\$1.99

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 4.0 – BASIC SERVICES AND RATES (continued)**

**4.1 Local Calling Plans (continued)**

**4.1.1 POWER PLAN – BUSINESS (continued)**

**4.1.1.3 Optional Features and Rates (subject to availability) (continued)**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature. Features are available where facilities permit.

**Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Caller ID Blocking). When active, callers who have blocked their number will be routed to a special announcement then terminated.

**Call Forwarding:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number and to restore it to normal operation at their discretion. This service is offered subject to availability of suitable facilities; it is not available in all areas and on all calls, or with certain types of telephone equipment. Calls forwarded outside the local service area will incur toll and/or long distance charges. Not available on all calls forwarded to numbers outside the United States.

**Call Hunting:** This feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number.

**Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. If a third caller attempts to reach the Customer while the Customer has two calls alternating, the third caller will get a busy signal. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 4.0 – BASIC SERVICES AND RATES (continued)**

**4.1 Local Calling Plans (continued)**

**4.1.1 POWER PLAN – BUSINESS (continued)**

**4.1.1.3 Optional Features and Rates (subject to availability) (continued)**

**Call Waiting ID:** Same as Call Waiting, but also permits the end-user to view the Directory Number of the calling party on incoming calls while they are already engaged in a telephone call.

**Caller ID:** Permits the end-user to view the Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized equipment not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.

**Caller ID Blocking:** Prevents a caller's Directory Number to be viewed by the Caller ID equipment of the party they are calling. Both Selective and Complete blocking are available.

**Caller ID Name and Number:** Permits the end-user to view the Directory Number and name of the calling party on incoming telephone calls. Information is displayed on specialized equipment not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.

**Call Return:** This feature allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 4.0 – BASIC SERVICES AND RATES (continued)**

**4.1 Local Calling Plans (continued)**

**4.1.1 POWER PLAN – BUSINESS (continued)**

**4.1.1.3 Optional Features and Rates (subject to availability) (continued)**

**Repeat Dialing:** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

**Speed Dialing:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**Three-Way Calling:** Allows a Customer to add a third party to an existing two-way call and form a three-way call. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both outgoing and incoming calls.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 4.0 – BASIC SERVICES AND RATES (continued)**

**4.1 Local Calling Plans (continued)**

**4.1.1 POWER PLAN – BUSINESS (continued)**

**4.1.1.3 Optional Features and Rates (subject to availability) (continued)**

Primary Lines: 6 included with offer, seven (7) or more features (see chart)  
Additional lines: (see chart)

	per line/month	per call
Anonymous Call Rejection	\$1.49	
Call Forwarding	\$1.49	
Call Hunting	\$1.49	
Call Return	\$1.49	\$1.99
Call Waiting	\$1.49	
Call Waiting ID	\$1.49	
Caller ID Number	\$1.49	
Caller ID Name and Number	\$1.49	
Caller ID Blocking	\$1.49	
Repeat Dialing	\$1.49	
Speed Dialing 8	\$1.49	
3 Way Calling	\$1.49	\$1.99

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES**

**5.1 Service Order and Change Charges**

Nonrecurring charges apply to processing Service Orders for new service and for changes in existing services. The Account Change Charge applies per line to miscellaneous customer requested changes to existing service (e.g., change in number). Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.

	<u>AT&amp;T IL</u>
Line Connection Charge	\$75.00
Processing Fee (includes Final Invoice Order)	\$10.00
Account Change Charge	\$10.00
Account Move Charge	\$50.00
Line Disconnect Charge	\$15.00
Change Telephone Number Fee	\$50.00
Suspend Fee	\$35.00

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES (continued)**

**5.2 Directory Listings**

A single main listing is provided free of charge for each customer of record in the alphabetical white section of the telephone directory. The Customer assumes full responsibility concerning the right to use any name or address in a directory listing and agrees to hold the Company free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing.

**5.2.1 Free Listings**

One listing for each individual line service, auxiliary line, or PBX system is provided at no additional charge to the Customer.

**5.2.2 Rates for Additional Listings**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided in (A) above. The rates and charges below are provided on a month-to-month basis.

*Monthly Recurring Charges*

Per additional directory listing	\$5.00	(l)
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**5.2.3 Unpublished Number**

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

*Monthly Recurring Charges*

Per additional directory listing	\$2.25	(l)
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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES (continued)**

**5.3 Inside Wire Repair Insurance**

Customers may subscribe to the Company's Inside Wire Repair Insurance to cover the cost of a Premises visit in the event of problems with Inside Wire.

The Company reserves the right not to repair or replace inside wire that is in nonworking condition due to obvious neglect or willful misuse.

The Company will determine whether the trouble is caused by inside wire or customer provided equipment. The Company will not perform any repair on customer provided equipment including, but not limited to, telephone cords, telephone sets, answering devices, or any other customer provided hardware.

Inside Wire Insurance does not include the installation of new service, extensions, or jacks.

Per line per month \$0.99

**5.4 Installation or Trouble Isolation Charge**

When a visit to the Customer's premises is necessary to make installations or to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit. Customers who subscribe to the Company's Inside Wire Repair Plan are not subject to these charges.

Per Premises Visit:	<u>1<sup>st</sup> Hour</u>	<u>Each Additional 30 Minutes (or fraction)</u>
Company Work Day	\$85.00	\$42.50
Non Company Work, except Sunday or Holiday	\$85.00	\$42.50
Sunday or Holiday	\$85.00	\$42.50
No Access Charge	\$80.00	

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES (continued)**

**5.5 Local Number Portability (LNP) Charge**

This service allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This service also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines that are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

Primary Local Exchange Lines, per Line                      \$0.54

**5.6 Interstate Network Access Fee**

The following charge applies to recovery of End User Common Line charges as authorized by the Federal Communications Commission.

Per Line    \$6.95

**5.7 Blocking Services**

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available upon request to all Customers, provided the serving central office is appropriately equipped to provide the service:

**5.7.1 900, 700, 976 Blocking** - allows the subscriber to block all calls beginning with the 900, 700, and 976 prefixes (i.e. 900-XXX-XXXX) from being placed.

Per call    \$0.00

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

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**SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES (continued)**

**5.8 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICBs will be filed with the Board of Public Utilities.

**5.9 Special 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 Board when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.