

Morgan Lewis

Anthony C. DeCusatis
Catherine G. Vasudevan
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VIA OVERNIGHT COURIER
CONFIDENTIAL TREATMENT REQUESTED

April 9, 2019

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building – 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Application of NGA 911, L.L.C for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania

Dear Secretary Chiavetta:

On behalf of NGA 911, L.L.C. ("Applicant"), enclosed for filing is the above-referenced Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania as a Competitive Access Provider and Competitive Local Exchange Carrier. Also included is a check in the amount of \$250.00 to cover the required filing fee.

Applicant considers the financial information provided in the Application to be confidential and therefore submits **Confidential Exhibit F** under seal in a separate envelope. Applicant requests the Commission afford **Confidential Exhibit F** confidential treatment and limit access to **Confidential Exhibit F** to Commissioners and Commission Staff who are involved in the consideration of the Application. Further, Applicant requests that **Confidential Exhibit F** not be posted to any public website, maintained in any public file or public filing room, or otherwise released to the public.

Please date-stamp and return the enclosed extra copy of this Cover Letter in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me or my colleague, Brett Ferenchak (202-373-6697).

Respectfully submitted,



Anthony C. DeCusatis
Catherine G. Vasudevan

Counsel for Applicant

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Morgan, Lewis & Bockius LLP

1701 Market Street
Philadelphia, PA 19103-2921
United States

📞 +1.215.963.5000
📠 +1.215.963.5001

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Application of:

NGA 911, L.L.C.,

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Applicant's legal name is NGA 911, L.L.C. Applicant may be reached at its principal office:

**8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
Tel: 877-899-8337
Fax: 646-632-1311
Website: www.nga911.com**

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

Not Applicable.

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

**Anthony C. DeCusatis
PA I.D. No. 25700
Catherine G. Vasudevan
PA I.D. No. 210254
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
215-963-5000 (tel)
215-963-5001 (fax)
anthony.decusatis@morganlewis.com
catherine.vasudevan@morganlewis.com**

3. **CONTACTS:**

A) APPLICATION: The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed. The Commission primary contact for Applicant's ongoing operations and regulatory matters is as follows:

In addition to Applicant's Attorneys noted above, questions about this Application should be addressed to:

Catherine Wang
Brett P. Ferenchak
Morgan Lewis & Bockius LLP
1111 Pennsylvania Ave., N.W.
Washington, DC 20004-2541
Tel: 202-739-3000
Fax: 202-739-3001
catherine.wang@morganlewis.com
brett.ferenchak@morganlewis.com

and

Michelle Bland, Senior Vice President, Operations
NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
Tel: 877-899-8337 Ext. 1016
Fax: 646-632-1311
michelle@nga911.com

Applicant's primary contact for Applicant's ongoing operations and regulatory matters is as follows:

Don Ferguson, CEO
NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
Tel: 213-284-1480
Fax: 646-632-1311
don@nga911.com

B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Michelle Bland, Senior Vice President, Operations
NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
Tel: 877-899-8337 Ext. 1016
Fax: 646-632-1311
michelle@nga911.com

C) RESOLVING COMPLAINTS: Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of

contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Michelle Bland, Senior Vice President, Operations
NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
Tel: 877-899-8337 Ext. 1016
Fax: 646-632-1311
michelle@nga911.com

Customers with complaints or inquiries should contact the Company toll free at 877-899-8337, via email at Services@nga911.com or by mail at the Company's headquarters address.

4. FICTITIOUS NAME:

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS: Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- *Foreign corporation
- *Foreign general or limited partnership
- *Foreign limited liability company
- *Foreign limited liability general partnership
- *Foreign limited liability limited partnership

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Registered Agent Solutions, Inc.
125 Locust Street
Harrisburg PA, 17101

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

Applicant is a privately held California limited liability company formed on May 17, 2016. Although Applicant does not have a parent company or affiliates, NGA 911, Inc. is Applicant's majority owner and can be reached at the same address and phone number as Applicant. Other than NGA 911, Inc. no other person or entity has a 20% or greater direct ownership interest in the Applicant.

Attached as Exhibit A is a copy of Applicant's Articles of Organization and as Exhibit B is a copy of Applicant's Certificate of Authority to Transact Business in Pennsylvania.

The Applicant is incorporated in the State of California.

Give name and address of officers:

Applicant's officers and directors are as follows:

Officers:

Don Ferguson - President & CEO

Charmaine Francesca (Ishka) Villacisneros - Chief Financial Officer/Controller

Darold E. Whitmer - Senior Vice President Strategic Relationships

John (Bill) Munn, Ph.D. - Vice President

Michelle Bland, Senior Vice President, Operations

Ed Vea, Chief Technical Officer

Board of Directors:

Don Ferguson

Larry Russ

Koorosh Rad

Elio Galam

Biographies of NGA 911's key personnel are provided as Exhibit C.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.**

- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

Applicant is currently authorized to provide intrastate telecommunications services in California, Georgia, Louisiana, Montana, South Carolina, Texas, Utah, West Virginia and Wisconsin. Applicant has pending applications to provide intrastate telecommunications services in Illinois, Nevada, New York, South Dakota and Virginia and is in the process of seeking such authorization in other states.

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier.
 - Incumbent Local Exchange Carrier.
 - Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point multipoint service; voice or data)
- Competitive Local Exchange Carrier.
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. Provide a brief description of the facilities the Company will use to provide services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

NGA 911 intends to provide emergency call routing, transport, and related functionalities to state and municipal governmental agencies to support Public Service Answering Point ("PSAP") operations. Applicant therefore seeks authority to provide resold and facilities-based telecommunications services to customers throughout the Commonwealth of Pennsylvania as (i) a Competitive Local Exchange Carrier; and (ii) Competitive Access Provider. Applicant proposes to provide these services primarily through a combination of its own facilities and facilities to be leased from a variety of telecommunications carriers and other providers. NGA 911 may require the same sort of interconnection and co-location made available to CLECs. Accordingly, pursuant to the Commission's *Intrado Order*¹ and *Vesta Solutions Order*,² NGA 911 seeks certification as a Competitive Local Exchange Carrier so that it may provide "telephone exchange service" and "telecommunications service" under applicable Telecommunications Act provisions.

¹ *Application of Intrado Communications, Inc. for Approval to Offer, Render, Furnish or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Service Territories of Verizon Pennsylvania Inc.; Verizon North Inc.; The United Telephone Company of Pennsylvania d/b/a Embarq Pennsylvania*, Docket Nos. A-2008-2027726, A-2008-2027733, A-2008-2027713, Order entered August 1, 2008 (*Intrado Order*).

² *Application of Airbus DS Communications, Inc. for approval to offer, render, furnish or supply telecommunications services as a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania in all thirty-seven Incumbent Local Exchange Carrier service territories*, Docket No. A-2016-2536383, Order entered June 30, 2016 (*Vesta Solutions Order*).

NGA 911 does not have plans to provide retail switched voice services to customers in Pennsylvania. Rather, NGA 911 intends to provide emergency call routing, transport, and related functionalities to state and municipal governmental agencies to support PSAP operations. NGA 911 intends to provide infrastructure facilities (such as conduit, and dark or lit fiber) for use in connection with the transport and transmission of communications. NGA 911 is a complete, customizable NG911 solution offering to bring secure, affordable 9-1-1 services from the cloud to the Commonwealth of Pennsylvania. NGA 911's solution provides a highly efficient path to achieve end-to-end IP call handling for 9-1-1 services. NGA 911's incremental deployment, patented and patent pending services are poised to safely transition legacy 9-1-1 systems, like those used in Pennsylvania, to the future of emergency services worldwide, offering the latest NG911 technology available.

Applicant is seeking to comply with the Commission's regulatory requirements so NGA 911's advanced technology can be applied to the modernization of the state's 9-1-1 system.³ The anticipated impact of this technology is an improvement in the operation, function and downtime at a manageable cost.

With its cloud services, Applicant has created an infrastructure that stays ahead of cyber threats, scales on demand, and employs numerous failover strategies. It enables multiple access points to integrate new technology through innovative collaborative techniques, with no single point of failure. It allows for the seamless integration of PSAP processes that translate into faster call processing times, increased resource efficiency, quicker response times, and better decision making.

- 11. SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Competitive Local Exchange Carrier - Applicant seeks authority to offer services throughout the Commonwealth of Pennsylvania (all thirty-seven Incumbent Local Exchange Carrier territories).⁴

³ See Pennsylvania Emergency Management Agency, RFP No. 6100047600 (Open Feb. 27, 2019, Due Date Apr. 30, 2019) (*NG9-1-1 RFP*).

⁴ The *NG9-1-1 RFP* seeks a Commonwealth-wide provider of Emergency Services Internet Protocol Network ("ESInet") and Next Generation Core Services ("NGCS") that connects with all originating service providers. Therefore, Applicant requires CLEC authority in all ILEC territories.

Competitive Access Provider - Applicant seeks authority to offer services throughout the Commonwealth of Pennsylvania.

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

NGA 911 intends to provide emergency call routing, transport, and related functionalities to state and municipal governmental agencies to support PSAP operations. Applicant may eventually provide other local exchange telecommunications services. Applicant will not provide residential telecommunications services. However, pursuant to the *Intrado Order and Vesta Solutions Order*, Applicant seeks certification so that it may provide “telephone exchange service” and “telecommunications service” under applicable Telecommunications Act provisions.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

Applicant’s proposed Competitive Local Exchange and Competitive Access Provider Service tariffs are provided as Exhibits D and E.

14. **FINANCIAL:** *Attach the following to the Application:*

A general description of the Applicant’s capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant’s custodian for its accounting records and supporting documentation; and indicate where the Applicant’s accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

Applicant does not have a parent company, but NGA 911, Inc. is Applicant's majority owner. Applicant does not have any other direct owners with a 20% or greater membership interest.

Applicant has sufficient financial resources to initiate and maintain the services and related operations in Pennsylvania as proposed in this Application. Included with this Application as Confidential Exhibit F are: (i) an unaudited balance sheet for 2018 and (ii) additional unaudited financial information for 2018, consisting of a profit and loss statement. At this time, Applicant does not have a cash flow statement since Applicant has not yet begun providing service to customers. Likewise, Applicant does not have audited financial statements. However, the financial statements in Confidential Exhibit F demonstrate that Applicant has the financial resources to provide its proposed services in Pennsylvania.

Because Applicant is a privately held company, Applicant requests that the financial statement appended hereto as Confidential Exhibit F be treated as confidential and proprietary and not to be made part of the public record.

Applicant's accounting records and supporting documents will be maintained by Applicant's Chief Financial Officer:

**Charmaine Francesca (Ishka) Villacisneros
Chief Financial Officer/Controller
NGA 911, L.L.C.
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211
Tel: 877-899-8337
Fax: 646-632-1311**

Applicant does not have any bond rating, letters of credit, credit reports, insurance coverage and reports, or major contracts.

15. START DATE:The Applicant proposes to begin offering services on or about

Approximately July 1, 2019 (assuming Applicant is awarded a contract under the NG9-1-1 RFP).

16. FURTHER DEVELOPMENTS:Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Not Applicable.

17. **NOTICE:** Pursuant to 52 Pa. Code § 5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

A Certificate of Service is attached to this Application.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Applicant does not claim any eligible telecommunications carrier or other special status pursuant to the Federal Telecommunications Act of 1996.

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Applicant and persons identified in this Application have not been convicted of any criminal or fraudulent activity. To Applicant's knowledge, there are no proceedings in the last five years in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is

subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.

This Application complies with 18 Pa. C.S. §§4903 and 4904.

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Applicant:

NGA 911, L.L.C.

Michelle Bland

By: Michelle Bland

Title: Senior Vice President, Operations

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

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AFFIDAVIT

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State of California :
ss.
County of Los Angeles :

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SECRETARY'S BUREAU

Don Ferguson, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the President and Chief Executive Officer (Office of Affiant) of NGA 911, L.L.C. (Name of Applicant;)

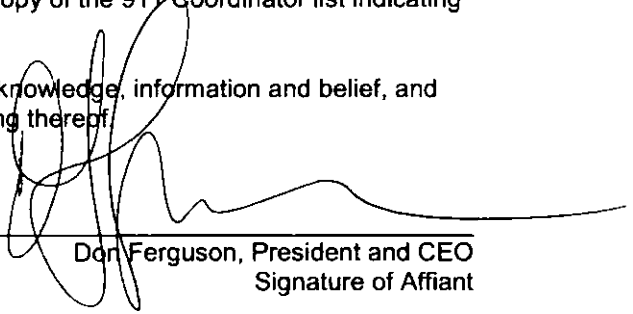
That Affiant is authorized to and does make this affidavit for said corporation;

That NGA 911, L.L.C., the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That NGA 911, L.L.C., the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

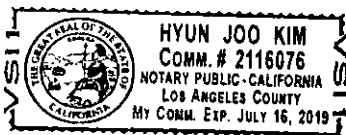
That NGA 911, L.L.C., the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.pa.gov>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

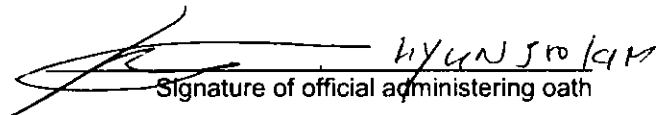
That the facts above set forth are true and correct to the best of Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.



Don Ferguson, President and CEO
Signature of Affiant

Sworn and subscribed before me this 4th day of April, 2019.
Month Year





Signature of official administering oath

My Commission expires 7-16-19.

23. § 1.36 Verification.

Verification

I, Michelle Bland, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

3/26/2019 Michelle Bland
Date Signature

Michelle Bland
Printed name

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SECRETARY'S BUREAU

LIST OF EXHIBITS

Exhibit A	-	Certificate of Organization
Exhibit B	-	Certificate of Authority to Transact Business
Exhibit C	-	Management Biographies
Exhibit D	-	Proposed CLEC Tariff
Exhibit E	-	Proposed CAP Tariff
Exhibit F	-	Financial Statements of NGA 911, L.L.C. (CONFIDENTIAL - Filed Under Seal)
Exhibit G	-	911 Coordinator List
Certificate of Service		

EXHIBIT A

Certificate of Organization

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EXHIBIT B

Certificate of Authority to Transact Business


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SECRETARY'S BUREAU

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

871870

<input type="checkbox"/> Return document by mail to: Return per instructions on the expedite counter form.	Foreign Registration Statement DSCB:15-412 (rev. 2/2017)  TCO190320MW0944
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Read all instructions prior to completing. This form may be su

Fee: \$250 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

NGA 911, L.L.C.

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: California

4. The street and mailing address of the association's principal office.

8383 Wilshire Blvd, Suite 800 Beverly Hills, CA 90211 USA

Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

1947 S MYRTLE AVE MONROVIA CA 91016

Number and street City State Zip

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5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) not both:

(a) _____
 Number and street City OR State Zip County

(b) c/o: Registered Agent Solutions, Inc. Dauphin
 Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
 Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 15 day of March, 2020.

NGA 911, L.L.C.
 Name of Association

Michelle Bland
 Signature

Senior Vice President, Operations
 Title

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EXHIBIT C

Management Biographies and Qualifications

DON FERGUSON, *Founder & CEO*

Don Ferguson is Founder and CEO of NGA 911 LLC, a leading innovator in the adoption of Next Generation 9-1-1. Prior founding NGA 911, Don was CEO from Mobiletrec from 2008-2015. Don served as a member of President Barack Obama's technology and Innovation brainstorming team on modernizing public safety communications. Don has also held various positions in other technology companies.

ED VEA, *Chief Technology Officer*

Ed is an engineering executive with global experience in telecommunications and next generation technologies. At NGA, he is member of an unparalleled team of industry experts engineering Next Generation 9-1-1 for the Cloud where it belongs. Previously, he also served as a member of the FirstNet response team covering engineering, quality, process and solution modeling tasks for Rivada Networks. He also had various positions at other telecommunications and related companies including those a focus on public safety communications systems.

DAROLD WHITMER, *Senior Vice President, Strategic Relationships*

Darold joins the team with 25 years of service in Public Safety, most recently leading Frontier Communications 9-1-1 sales efforts in California. Darold leads NGA 911 in developing new relationships and nurturing existing ones as we work toward our goal of moving public safety into affordable, effective, streamlined NG9-1-1 services.

BILL MUNN, *Vice President*

Bill is a lifelong emergency services professional with a passion for public safety. As Executive Director of the Tarrant County 9-1-1 District, he spearheaded the successful implementation of an enhanced 9-1-1 network serving 1.9 million people in the DFW area.

MICHELLE BLAND, *Senior Vice President, Operations*

With 10 years' experience in the industry, Michelle Bland joins NGA 911 as Director of Services. She began her emergency services career as 9-1-1 program manager for the California Highway Patrol, later moving into a role as Procurement Manager for the California Department of Technology.

MIGUEL MARTINEZ, *Senior Solutions Engineer*

Miguel has almost 30 years in the telecommunications industry. In his previous role as a Sales Engineer with Motorola, Miguel was actively involved in the design and engineering of many 9-1-1 solutions, from small 2-position PSAPs to hosted, regional systems.

STEVE O'CONNOR, *Industry Compliance*

Steve has over 30 years' experience in public safety. He currently serves as Co-Chair of NENA's i3Architecture Working Group, managing and overseeing the development of the NENA i3 Standard for Next Generation 9-1-1.

CHARMAINE FRANCESCA (ISHKA) VILLACISNEROS

Chief Financial Officer/Controller

See attached resume of Charmaine Francesca (Ishka) Villacisneros

LARRY RUSS, *Board Member*

Larry Russ is a founding partner and co-head of the litigation department of Russ August & Kabat. As an active trial attorney, Mr. Russ focuses on trademark, copyright, patent, business torts, trade regulation and advertising law and complex litigation. Mr. Russ also works extensively on antitrust and unfair competition matters.

In addition to his law practice, Mr. Russ is the past President and a member of the Board of Directors of the Jewish National Fund Los Angeles zone. Mr. Russ is also involved as a principal of several well-known Los Angeles apparel companies including world renowned retailer, American Rag Cie. In 2014, Mr. Russ/ American Rag Cie was selected as a finalist by the Los Angeles Business Journal at the prestigious Southern California Apparel Awards, and WeAr Magazine, a world renowned international magazine focusing on the apparel industry, announced that American Rag Cie was voted as the best retail denim store in the world.

Mr. Russ is also active in helping emerging and troubled companies raise funds and is an active investor and advisor to Transom Capital, a firm that has acquired such companies as Blue Microphones, Uncle Milton Toys, Bravo, Heathco and other diverse companies. For a number of years, Mr. Russ served as an associate editor of the Association of Business Trial Lawyers quarterly publication. He is an active member of the Los Angeles County Bar Association, Litigation, Antitrust and Intellectual Property Law Sections as well as an active member of the American Bar Association Antitrust and Intellectual Property Law Sections. Mr. Russ was recognized as a Super Lawyer by the Publishers of Los Angeles Magazine from 2008-2019. From 2013-2019, Mr. Russ was recognized as a Southern California Top 100 Super Lawyer. Mr. Russ was also selected to The American Lawyer's Top Rated IP Lawyers list in 2015 and to The Best Lawyers In America list for Patent Litigation from 2012-2019.

KOOROSH RAD, *Board Member*

Koorosh Rad is the president of Unique Tronics Inc., a leading consumer electronics distribution company in Los Angeles. The company was formed in 1991, along with two other partners, which have since been bought out by Mr. Rad. Under his leadership, the company has grown to a multi-million dollar distribution company, nationally and internationally. Mr. Rad has served as a partner, manager of many different real estate companies nationally and has successfully purchased, remodeled and rebuilt industrial buildings and raw land.

Mr. Rad's career started in the restaurant industry out of college, rising from assistant manager to management programs, and earning several manager of the month and year awards, in a large national chain. Mr. Rad successfully purchased and ran his own restaurant for several years.

Mr. Rad has served as a board member for Westchester County home owner's association from 2016 to 2018. He has also served on the board of Beith David Synagogue, a small temple in Tarzana, which bears the names of his late parents.

ELIO GALAM, *Board Member*

Elio "Ollie" Galam started Avant for Men clothing store in 2008, located in Highland Park, Illinois. In August of 2008 at the height of economic downturn his leadership guided Avant to be one of Chicagoland's finest Men's haberdasheries. With current annual sales of approximately 3 million dollars and nearly doubling the stores square footage Avant has become a well-respected player in the menswear and fashion industry to this day. Ollie has spent 33 years in the Men's apparel industry.

Prior to Avant for Men, Ollie was President of Executive Clothiers in Prospect Heights, Illinois from 1994 to 2008. He successfully exited the business and transitioned all of his employees' to the new Highland Park store.

From 1985 to 1994 Ollie was with Mark Shale Men's Stores. Starting on the sales floor in 1985 and quickly moving to senior management in 6 months. He assisted in buying, display, budgets, hiring, and management duties.

CHARMAINE FRANCESCA "ISHKA" VILLACISNEROS
2209 Maynard Drive • Duarte CA • 91010 • United States
Mobile 310 721 3723 • ishka@nga911.com

Action-oriented executive with a strong track record of performance in various industries.

Utilize keen analysis, insights and team approach to drive organizational improvements and implementation of best practices. Superior interpersonal skills, capable of resolving multiple and complex (sales, human resources, legal, financial, operational) issues and motivating staff to peak performance.

PROVEN AREAS OF EXPERTISE

- Organizational Leadership
- Budgeting & Cost Management
- Sales, Marketing & New Business Development
- Process Design & Productivity Improvement
- Contract Negotiations & Strategic Alliances
- Corporate & Investment Finance
- Growth & Expansion Strategies
- Profitability & Cost Analysis
- Systems & Technology Utilization
- Team Building & Performance Improvement
- Apple Certified Associate
- Microsoft Office Certified Professional

PROFESSIONAL EXPERIENCE

NGA 911 LLC
Chief Financial Officer / Controller

Beverly Hills, CA
June 2016 – Present

- Responsible for finance, accounting, investor relations, investments, asset / liability management, human resources, strategic planning and subsidiary finance and operations.
- Within three months had in place a skilled finance organization, consolidated departmental responsibilities and streamlined accounting system.
- Designed and implemented a new billing review process to ensure efficiency and accuracy.
- Advised the Board of Directors on Financial Aspects of the organization.
- Handles the financial projections of the company from date of inception.
- Provide financial reports to the CEO and Board of Directors.

VG GROUP OF COMPANIES
Chief Financial Officer / Treasurer

Tarzana, CA
September 2010 – Present

- Selected and implemented new accounting network for a successful entrepreneur with over 30 diversified companies involved with the restaurant business, entertainment, talent agency, night club, security storage, property management and the mining operations.
- Directed finance, accounting, human resources and facilitates management.
- Positioned the company for growth by developing viable financial models and planning capital needs.
- Key Personnel in the acquisition of various companies. Managed mergers, acquisitions and divestitures.

ISHKASTER MEDIA
Chief Technology Officer / Founder

Monrovia, CA
October 2007 – Present

- Founder of a Los Angeles based digital marketing agency, leading a team of 25 full-time and 30+ part time employees
- Led digital marketing strategy and process development for 60+ clients, including SEO, email, web, social and paid media

- Spearheaded multiple large-scale projects, including website re-launch, product launches, marketing automation implementations and industry conferences
- Communicated between sales, operations and management to create unified corporate marketing strategy
- Managed all ongoing digital marketing efforts, including social, email, lead generation, content and more
- Averaged 50+ sales leads per month through inbound and organic marketing

PERISCOPE MEDIA LLC
Chief Technology Office / Partner

Arcadia, CA
October 2007 – April 2012

- Drove operating costs down 50% over 5 years while maintaining service levels through strict budgetary control and effective vendor management to ensure competitive pricing.
- Played key role in conservative corporate involvement in dot-com market and focus on building strong anchor client base that limited impact of financial crash on company.
- Facilitated business development through preparation of comprehensive and articulate technical portions of proposals that have been highly successful in gaining confidence of prospective clients' IT leadership.

CALIFORNILA.COM
Director of Operations

Los Angeles, CA
July 2007 – August 2013

- Responsible for managing overall client relationships, including accounting, audit, consulting, tax, as well as billing and collections.
- Developed a practice-providing interim CFO-type and other consulting services to companies in various industries.
- Specialized in financial services, business services, real estate, transportation, IT and distribution companies.
- Provided services to real estate developers, builders, owner/investors, helping to structure financing and investment syndications Helped start and take public three financial institutions.

TELEFONICA, INC.
Vice President of Human Resources

Manila, Philippines
June 2005 - March 2007

- Successfully implemented a new business process that streamlined the reporting procedures, reducing the human error by 90%
- Responsible for the development and implementation of payroll operations policies to ensure that the company is in compliance with all state and federal regulation.
- Successfully created, reviewed and distributed various payroll reports to support financial projections, audits, HR reviews and compliance issues
- Conducted training for all employees, supervisors and managers on processes related to the time-entry system.
- Successfully developed and executed change management plan to change pay frequency from semi-monthly paying current to a bi-weekly paying in the rears.
- Successfully developed and implemented internal controls that greatly reduced the risk of the misappropriation of company assets.

BUILD-A-LIST
Database Engineer and Information Technology Manager

Manila, Philippines
January 2005 - December 2006

- Deliver cost effective, high performance technology solutions
- Work with fortune 500 clients on multiple projects with varying management and operational settings
- Negotiate and liaise between business teams, technology teams, and support teams
- Identify root causes and corrective actions to meet short and long-term business goals
- Manage project through status meetings, weekly reports, identifying risks, and tracking issues
- Worked with business intelligence and data warehousing tools
- Responsible for specifications, implementations, and analytics

TELECARTE, INC.

Information Technology Business Analyst

Manila, Philippines

March 2003 - January 2005

- Negotiate and liaise between business teams, technology teams, and support teams
 - Deliver cost effective, high performance technology solutions
 - Worked with users and stakeholders to analyze and validate requirements
 - Manage project through status meetings, weekly reports, identifying risks, and tracking issues
 - Designed, developed, and deployed business intelligence applications
-

CERTIFICATIONS:

- Apple Certified Associate - Mac Integration (Cert ID: APPL92997)
 - File Sharing
 - Emails and Calendars with Microsoft Exchange
 - Network Settings and connections to Active Directory
 - Security Settings, Firewall, VPN
 - E-Commerce Business Specialist (Cert ID: 0343X-35314)
 - E-commerce Site development
 - E-commerce technology and security
 - Customer Relationship Management
 - Web Marketing strategies
 - Online Product Promotion
 - Taxation and International Shipping
 - Microsoft Structured Query Language (SQL) (Cert ID: 3819285)
 - Microsoft Certified Office Professional (Cert ID: 3819627)
-

AWARDS AND CITATIONS

July 2018	Duarte Unified School District Resource Speaker for Career Day
November 2017	FPACC National Conference Speaker for Millennial, Innovation & Technology
May 2017	FACC Greater Los Angeles Speaker – Young Entrepreneurship Movement
April 2017	FACC South Bay Los Angeles Challenges of Women Entrepreneurs
November 2016	Entrepreneur Magazine Featured Business Owner
May 2015	Fil-Am Masterminds Millennial Entrepreneurship
September 2014	ABS CBN News Featured Business Owner
February 2013	University of California (UCLA) Speaker for Luskin School of Public Affairs
March 2012	De La Salle University (DLSU) Freshman Orientation College of Computer

EDUCATION

2018	Harvard Business School <i>Sustainable Business Strategy and Financial Accounting</i>
2009	De La Salle University <i>Bachelors of Science in Information and Technology Communications Technology</i> <ul style="list-style-type: none">• Top 5% of the Graduating Batch / Graduated with Honors• 1st Honor Dean's Lister Award• SPRINT Honor's Society Recognition Award
2005	St. Theresa's College <ul style="list-style-type: none">• First Place in Website Development and Software Programming

EXHIBIT E

Proposed CAP Tariff

RECEIVED

APR - 9 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMPETITIVE ACCESS PROVIDER TARIFF

NGA 911, L.L.C.
COMPETITIVE ACCESS PROVIDER SERVICES
Regulations and Schedule of Charges
For Business and Enterprise Customers Only

This tariff contains the descriptions, regulations, and rates applicable to the provision of competitive access provider services by NGA 911, L.L.C. within the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission. A copy of this tariff schedule will be available for public inspection during regular business hours at the Company's office located at 8383 Wilshire Boulevard, Suite 800, Beverly Hills, California 90211. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Issued: April 10, 2019

Effective: _____, 2019

Issued by:
Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

COMPETITIVE ACCESS PROVIDER TARIFF

CHECK SHEET

Pages of this tariff as listed below 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	Number of Revision	Page	Number of Revision	Page	Number of Revision
1	Original*	26	Original*		
2	Original*	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*		
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13	Original*				
14	Original*				
15	Original*				
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				
22	Original*				
23	Original*				
24	Original*				
25	Original*				

* Indicates new or revised tariff page included in this filing

COMPETITIVE ACCESS PROVIDER TARIFF

LIST OF MODIFICATIONS

Issued: April 10, 2019

Effective: _____, 2019

Issued by:
Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

COMPETITIVE ACCESS PROVIDER TARIFF

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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in its tariff approval process, the most current page number on file with the Pennsylvania Public Utility 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 seven 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.i
- D. Check Pages:** When a tariff filing is made with the Pennsylvania Public Utility 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.

 COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

SYMBOLS USED IN THIS TARIFF

- (C) Change
- (I) Increase
- (D) Decrease

COMPETTIVE ACCESS PROVIDER TARIFF

PRELIMINARY STATEMENT

NGA 911, L.L.C. (the "Company") has been granted authority by the Pennsylvania Public Utility Commission (the "Commission") to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of Pennsylvania, subject to the availability of suitable facilities. This tariff applies only to services for which applicable law or Commission orders require the provision of service on a tariffed basis. Otherwise, all services are furnished on a fully non-tariffed basis.

This tariff is intended to be in conformance with all applicable State and Federal laws (including, but not limited to, 52 Pa. Code, 66 Pa C.S., and the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: April 10, 2019

Effective: _____, 2019

Issued by:
Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 1 – Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR"): Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Automatic Location Identification ("ALI"): The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI"): A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Commission: The term "Commission" means the Pennsylvania Public Utility Commission.

Company: The term "Company" or "Utility" means NGA 911, L.L.C.

Customer: The term "Customer" is synonymous with the term "Subscriber" and means the entity that contracts for service under this tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations.

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

Default Routing ("DR"): When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point: The physical dividing point between the Company's network and the customer.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 1 - Definitions (Cont'd)

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

E911 Service Area: The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 Customer: A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

Exchange Service: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

GIS: Geographic Information System is a framework for gathering, managing, and analyzing data.

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Legacy Network Gateway ("LNG"): Legacy Network Gateway is the point of logical demarcation for a Time Division Multiplex (TDM) connection with a NG9-1-1 network.

Master Street Address Guide ("MSAG"): Master Street Address Guide is a database of street addresses and corresponding Emergency Service Numbers.

Next Generation Core Services ("NGCS"): Next Generation Core Services means the software elements and related databases that are needed to process a 9-1-1 call on the NG9-1-1 network.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Selective Routing ("SR"): A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Subscriber: See definition of "Customer."

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 2 – Description of Service

- 2.1 The Company provides emergency call routing, transport, and related functionalities to public safety answering points (PSAPs). Certain services and functionalities are subject to mandatory tariffing requirements. Descriptions of the Company’s services in this tariff are for illustrative purposes and shall not be interpreted as meaning that all such described services are provided pursuant to this tariff; this tariff applies only to services that are subject to mandatory tariffing.
- 2.2 The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber’s side of the point of demarcation. In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber’s side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.
- 2.3 The Company’s services are offered on a statewide basis, subject to availability of adequate facilities on a commercially-reasonable basis.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 3 – Application for Service

- 3.1 Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- 3.2 At the time of all initial contacts for service, Applicants will be informed of the services available to the class of Subscriber to which the Applicant belongs.
- 3.3 Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide written confirmation that includes a brief description of the services ordered, itemization of all charges that will appear on the customer's bill, and a statement of all material terms and conditions that could affect what the Subscriber pays for service. The written confirmation will be in the language in which the sale was made.
- 3.4 Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- 3.5 Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- 3.6 Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 4 – Contracts

- 4.1 To the extent that the Company is required by order of the Commission or other applicable law to abide by the provisions of this tariff in the furnishing of service, no deviation from such provisions is permitted except by special contract filed and approved by the Commission.
- 4.2 Each special contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Pennsylvania Public Utility Commission as said Commission may from time to time direct in the exercise of its jurisdiction."

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 5 - Special Information Required on Forms

5.1 Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for service will contain notations concerning the following areas:

5.1.1 When to pay the bill;

5.1.2 Billing detail including the period of service covered by the bill;

5.1.3 Late payment charge and when applied;

5.1.4 How to pay the bill;

5.1.5 Questions about the bill;

5.1.6 In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 5 - Special Information Required on Forms (Cont'd)

5.2 Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

6.1 A deposit will not be required if:

6.1.1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

6.1.2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

6.2 The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 7 - Deposits and Advance Payments**7.1 Deposits:**

- 7.1.1. **Requirement:** The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
- 7.1.2. **Amount:** The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event the Applicant or Subscriber requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Subscriber.
- 7.1.3. **Nondiscrimination:** Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 7.1.4. **Refund or Credit:** The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.
- 7.1.5. **Interest:** Interest will be added to the deposit at a rate of 6% per annum, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

7.2 Advance Payments:

- 7.2.1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage.
- 7.2.2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 8 - Notices

8.1 General

8.1.1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.

8.1.2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

8.2 Rate Information

Rate information and information regarding the terms and conditions of service, included promotional offerings, will be provided in writing upon request by an Applicant or Subscriber. Requests for such information may be made by contacting the Company during regular Business Hours by telephone at 877-899-8337. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle.

8.3 Discontinuance of Service

8.3.1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 8 – Notices (Cont'd)

8.3 Discontinuance of Service (Cont'd)

8.3.2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:

- a. The name and address of the Subscriber.
- b. The amount that is delinquent.
- c. The date when payment or arrangements for payment must be made in order to avoid termination.
- d. The procedure the Subscriber may use to request amortization of the unpaid charges.
- e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
- f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
- g. The telephone number of the Commission where the Subscriber may direct inquiries.

8.4 Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 8 - Notices (Cont'd)

8.5 Privacy

The Company is restricted from releasing nonpublic customer information. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

8.6 Other

On request, the Company will provide each Applicant and Subscriber with the following information:

- 8.6.1. Commission Order and Case Number confirming the Company's authority to operate as a telecommunications provider within Pennsylvania.
- 8.6.2. The address and telephone number of the Commission to verify its authority to operate.
- 8.6.3. A copy of the Consumer Protection Regulations adopted by the applicable to local exchange services provided by the Company.
- 8.6.4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
- 8.6.5. A full disclosure of all fictitious names under which the Company operates.
- 8.6.6. The names of billing agents the Company uses in place of performing the billing function itself.

8.7 Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's tariffs.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 9 - Rendering and Payment of Bills

- 9.1 Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill may contain monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- 9.2 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. The post mark date, of a bill payment that has been mailed to the Company, will be considered as the date of payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check. The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment is not accepted by the corresponding banking institution.
- 9.3 Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- 9.4 However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- 9.5 Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.25% per month from the due date on all delinquent amounts.
- 9.6 A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 10 - Disputed Bills

- 10.1 In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination.
- 10.2 If a Subscriber and the Company are unable to resolve billing disputes to their mutual satisfaction, the Subscriber may file an informal complaint with the Commission using the information below.

Bureau of Consumer Services
Pennsylvania Public Utility Commission, Secretary's Bureau
Commonwealth Keystone Building, 2nd Floor
400 North Street,
Harrisburg, Pennsylvania 17120
Tel: 1-800-692-7380

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 11 - Discontinuance and Restoration of Service

11.1 Discontinuance by Subscribers

11.1.1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section 8.3. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.

11.1.2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

11.2 Discontinuance by the Company

11.2.1. The Company may discontinue service under the following circumstances:

- (a) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- (b) A violation of, or failure to comply with, any regulation governing the furnishing of service.
- (c) Failure to post a required deposit or guarantee.
- (d) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
- (e) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
- (f) Any violation of the conditions governing the furnishing of service.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

11.2 Discontinuance by the Company (Cont'd)

11.2.2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least eight (8) days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

11.3 Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 12 - Continuity of Service/Allowances for Service Interruptions

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as specified below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

12.1 Credit for Interruptions

- 12.1.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 12.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 12.1.3 A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - (A) If interruption continues for less than 24 hours:
 - i) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - ii) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - (B) If interruption continues for more than 24 hours:
 - i) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - ii) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.
 - iii) Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 12 - Continuity of Service/Allowances for Service Interruptions (Cont'd)

12.1 Credit for Interruptions (Cont'd)

(B) If interruption continues for more than 24 hours:

- iv) Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.
- v) For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does 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 the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

12.2 Limitations on Credit Allowances

No credit allowance will be made for:

- 12.2.1 interruptions due to the negligence of, or non-compliance with the provisions of this tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- 12.2.2 interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- 12.2.3 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 12.2.4 interruptions of service during any period when the customer has released service to the Company for aintenance purposes or for implementation of a customer order for a change in service arrangements; e. interruptions of service due to circumstances or causes beyond the control of the Company.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 13 – Limitation of Liability**13.1 Liability of the Company**

- 13.1.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 13.1.2 The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; ncaused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 13.1.3 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- 13.1.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

COMPETITIVE ACCESS PROVIDER SERVICES

Rule 14 – Use of Service for Unlawful Purposes

- 4.1 The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.
- 14.2 Any person who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 15 – Customer Responsibility

- 15.1 Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
- 15.2 In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 16 – Temporary Service

- 16.1 Provision of temporary service or service to a speculative project for which an extension of facilities by the Company is required will be furnished only on an individual case basis, subject to a special contract.

Issued: April 10, 2019

Effective: _____, 2019

Issued by:
Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 17 – Extensions of Lines

17.1 The extension of any line or other facilities to enable service to an Applicant for service will be undertaken only on an individual case basis, subject to a special contract.

Issued: April 10, 2019

Effective: _____, 2019

Issued by:
Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 18 – Facilities on Customer’s Premises and Service Connections

18.1 The Customer shall permit the Company, including its authorized employees, agents, or contractors, such access to the Customer’s premises to enable the Company to install such facilities and equipment at the Customer’s premises that is required to provide service, and to maintain, repair, replace, and remove any such facilities or equipment, once installed.

COMPETITIVE ACCESS PROVIDER TARIFF

Rule 19 - Individual Case Basis (ICB) Arrangements

- 19.1 Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

COMPETITIVE ACCESS PROVIDER TARIFF

3. SERVICE OFFERINGS**3.1 EMERGENCY SERVICES****3.1.1 Applicability**

Services and functionalities listed in this section to which mandatory tariffing requirements do not apply are furnished only on a non-tariffed basis, except where the contract between the Customer and the Company provides otherwise. These rates and charges specified apply only to emergency services that are subject to mandatory tariffing under applicable law or Commission orders.

COMPETITIVE ACCESS PROVIDER TARIFF

4. RATES AND CHARGES

NG 9-1-1 Tariff Service Item	Unit of Measure	NRC	MRC
NG 9-1-1 Transitional Services			
NRC Project Initiation and Design		\$ ICB	-
Selective Routing - as a standalone service		-	\$ ICB
ALI and associated data - as a standalone service		-	\$ ICB
Geo-coding from ALI Database	Per valid record	-	\$ ICB
GIS Data synchronization	Per valid record	-	\$ ICB
MSAG update process	Per valid record	-	\$ ICB
NG 9-1-1 Trunk Services			
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (100 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	-	\$ ICB
NG 911 One-time Circuit Install & Test	Per Connection	\$ ICB	-
NG 9-1-1 Aggregation Services			
NRC Project Initiation and Design	Per Region	\$ ICB	-
IP Soft switch	Regional Call Volume	-	\$ ICB
BCF - Border Control Function	Regional Call Volume	-	\$ ICB
SBC - Session Border Control	Regional Call Volume	-	\$ ICB
Security / firewall	Regional Call Volume	-	\$ ICB
Management, monitoring	Regional Call Volume	-	\$ ICB
LNG (if SS7 is used)	Per Gateway	-	\$ ICB

COMPETITIVE ACCESS PROVIDER TARIFF

RATES AND CHARGES (Cont'd)

NG 9-1-1 Regional Core Service

NGCS per NENA i3 requirements and standards	Per Region	-	\$ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ICB
IV & V - Independent Verification & Validation	Per Region	-	\$ ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ ICB	\$ ICB
PSAP Integration	Per PSAP	\$ ICB	-
Performance Reporting	Per Region	-	\$ ICB
Call Logging	Per Region	-	\$ ICB
Statewide Outage Reporting	Per Region	-	\$ ICB
NRC Project Initiation and Design	Per Region	\$ ICB	-
NRC New Technology Region Integration	Per Region	\$ ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ ICB	-
NRC New Technology PSAP Integration	Per hour	\$ ICB	-

NG 9-1-1 Prime Specific Functions and Services

NGCS per NENA i3 requirements and standards	Statewide	-	\$ ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ ICB
NG Text to 9-1-1 – Web Based OTT	Per position	-	\$ ICB
NG Text to 9-1-1 – Integrated Per PSAP - \$			
IV & V - Independent Verification & Validation	Statewide	-	\$ ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ ICB	\$ ICB
PSAP Integration	Per PSAP	\$ ICB	-
Performance Reporting	Statewide	-	\$ ICB
Call Logging	Statewide	-	\$ ICB
Outage Reporting	Statewide	-	\$ ICB
NRC Project Initiation and Design	Statewide	\$ ICB	-
NRC New Technology Statewide Integration	Statewide	\$ ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ ICB	-
NRC New Technology PSAP Integration	Per hour	\$ ICB	-
Statewide 911 GIS	Per PSAP	\$ ICB	-
Statewide Call Data Record Management System	Per PSAP	\$ ICB	-
Selective Routing - as a standalone service		-	\$ ICB
GIS Data synchronization	Per valid record	-	\$ ICB
MSAG update process	Per valid record	-	\$ ICB

Issued: April 10, 2019

Effective: _____, 2019

Issued by:
Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

CERTIFICATE OF SERVICE

I, Brett Ferenchak, hereby certify that on this 9th day of April, 2019, a copy of the foregoing NGA 911, L.L.C. Application for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania and Exhibits were served on the parties listed below via United States First Class Mail:

Office of Consumer Advocate 555 Walnut Street 51 st Floor, Forum Place Harrisburg, PA 17101-1923	Office of Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101
Office of Attorney General Office of Consumer Protection Strawberry Square Harrisburg, PA 17120	
Armstrong Telephone Co - North Armstrong Telephone Co - PA James D. Mitchell, Vice President One Armstrong Place Butler, PA 16001	Bentleyville Telephone Co. Marianna & Scenery Hill Tel. c/o Michael C. Reed Consolidated Communications/FairPoint 1 Davis Farm Road Portland, ME 04103
Citizens Tel. Co of Kecksburg Dennis K. Cutrell, President 2748 State Route 982 PO Box 156 Mammoth, PA 15664-0156	Consolidated Communications of Pennsylvania Company c/o Mike Shultz, VP Regulatory 4008 Gibsonia Road Gibsonia, PA 15044
CenturyLink Thomas A Bailey Payne Shoemaker Building 240 North 3 rd St., Ste 300 Harrisburg, PA 17101	Hancock Telephone Company c/o Rob Wrighter, Jr, VP 34 Reed Street PO Box 608 Hancock, NY 13783
Citizens Telecommunications of New York, Inc. d/b/a Frontier Frontier Communications of Brezewood Frontier Communications of Canton Frontier Communications of Lakewood Frontier Communications of Oswayo River Carl Yastremski Frontier Communications 100 CTE Drive Dallas, PA 18612	Hickory Telephone Company c/o Grier Adamson, CEO 75 Main St. Hickory, PA 15340-1118

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Ironton Telephone Co. c/o Bill George, President 4242 Mauch Chunk Rd. Coplay, PA 18037-9608	Lackawaxen Telecommunications Svc. Inc. c/o Frank Coughlin, President 104 Hotel Road PO Box 8 Rowland, PA 18467-0008
Laurel Highland Tel Company Yukon Waltz Tel Company c/o Jim Kail, President 4157 Main Street PO Box 168 Stahlstown, PA 15687-0168	North Penn Telephone Company c/o Tom Prestigiacomio, CFO 34 Main Street Prattsburg, NY 14873
North-Eastern PA Tel. Company c/o Steve Tourje, CEO PO Box D Forest City, PA 18421-1150	Palmerton Telephone Company c/o Davis Massenheimer, President PO Box 215 Palmerton, PA 18071
Pennsylvania Telephone Company c/o Mary Davis, VP 191 Middle Road Jersey Shore, PA 17740	Pymatuning Telephone Company c/o Amanda Mollins, Asst. VP 5 Edgewood Drive Greenville, PA 16125-8832
South Canaan Telephone Company c/o Jim Kail 2175 Easton Turnpike PO Box 160 South Canaan, PA 18459	TDS Telecom/Deposit TDS Telecom/Mahoney & Mahantango TDS Telecom/Sugar Valley Telephone Company Jeff Handley, Government Affairs 10025 Investment Dr., Ste. 100 Knoxville, TN 37932-2665
Venus Telephone Company c/o Tim Keister, VP 1698 County Line Road PO Box 75 Venus, PA 16364	Verizon Pennsylvania Verizon North Philip J Wood Jr. 417 Walnut St. 1st Floor Harrisburg, PA 17101
West Side Telephone Company c/o Jim Ludenia, VP 1449 Fairmont Rd. Morgantown, WV 26501	Windstream Buffalo Valley, Inc. Windstream Conestoga, Inc. Windstream D&E, Inc. Windstream Pennsylvania, LLC c/o S. Lynn Hughes 4001 Rodney Parham Road Mailstop: B1F02-1221A Little Rock, AR 72212



Brett P. Ferenchak

ORIGIN ID:RDVA (202) 739-3000
BRETT FERENCHAK
MORGAN, LEWIS & BOCKIUS LLP
1111 PENNSYLVANIA AVE., NW

SHIP DATE: 09APR19
ACTWGT: 2.00 LB
CAD: 112127421/W/SX13200

WASHINGTON, DC 20004
UNITED STATES US

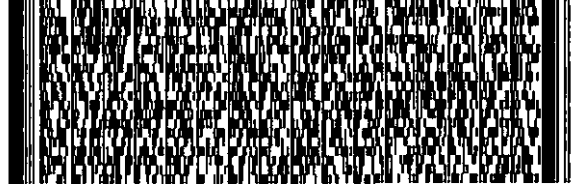
BILL SENDER

TO **ROSEMARY CHIAVETTA**
PENNSYLVANIA PUBLIC UTILITY COMM.
400 NORTH ST

HARRISBURG PA 17120

(717) 772-7777 REF: 18975-123374-0007
INV PO DEPT

565J1D7E525A0

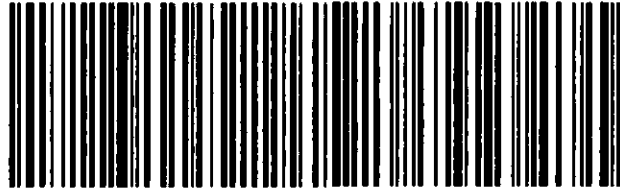


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PRIORITY OVERNIGHT

TRK# 7865 4444 7842
0201

EN MDTA

17120
PA-US MDT



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).

EXHIBIT F

**Financial Statements of NGA 911
(CONFIDENTIAL – Filed Under Seal)**

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