

troutman.com

**Jeff Strenkowski**  
D 202.274.1907  
jeff.strenkowski@troutman.com

**Victor M. Noriega**  
D 404.885.3037  
victor.noriega@troutman.com

DATE OF DEPOSIT

March 20, 2025

MAR 20 2025

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Second Floor - Room N201  
Harrisburg, PA 17120  
Attention: Secretary Chiavetta

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Re: LTS Telecommunications Services (USA) Inc.'s Application to offer (1) Resold and Facilities-Based Interexchange Services Throughout the Commonwealth of Pennsylvania, and (2) Competitive Access Provider Services Throughout the Commonwealth of Pennsylvania.**

Dear Secretary Chiavetta,

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission") is the Application of LTS Telecommunications Services (USA) Inc. ("Application"). The Application is accompanied the exhibits identified and discussed in the body of the Application. Also attached to the Application, immediately following its signature page, are: (1) an original signed and notarized Affidavit ("Affidavit"); and (2) an original signed and notarized Verification Statement. We have also enclosed a check for \$250 payable to the Commonwealth of Pennsylvania for the required filing fee.

LTS respectfully requests that **Confidential Exhibit C** be afforded confidential treatment from the Commission as this exhibit contains financial information, which, if disclosed, LTS would suffer material damage to its competitive position. LTS respectfully requests that this confidential information not be provided to any party other than members of the Commission who need to review the material for the evaluation of LTS's financial fitness.

Copies of the Application are being served upon the parties, and in the manner, set forth in the Certificate of Service that is attached as the last page at the end of this letter.

Please contact Victor Noriega (404-885-3037 or [victor.noriega@troutman.com](mailto:victor.noriega@troutman.com)) with any questions regarding this Application.

Respectfully submitted,

/s/ Jeff Strenkowski and /s/ Victor M. Noriega



**CERTIFICATE OF SERVICE**

I hereby certify that on this 20 day of March, 2025, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

**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

**DATE OF DEPOSIT**

**MAR 20 2025**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

DATE OF DEPOSIT

MAR 20 2025

PUC-377  
Rev. 07/16

**Application of:**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

LTS Telecommunications Services (USA) Inc.,

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.

LTS Telecommunications Services (USA) Inc.  
6405 Mira Mesa Blvd., Suite 200  
San Diego, CA 92121  
858-527-6400  
585-527-6464

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.

Victor Noriega  
Troutman Pepper Locke, LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
404-885-3037  
Victor.Noriega@troutman.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.

Victor Noriega  
Troutman Pepper Locke, LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
404-885-3037  
Victor.Noriega@troutman.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).

Bernard Mathews  
Director of Field Operations/Ledcor Operations Center  
6405 Mira Mesa Blvd., Suite 200  
San Diego, CA 92121  
877-859-1155  
Bernard.Mathews@ledcor.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.

Bernard Mathews  
Director of Field Operations/Ledcor Operations Center  
6405 Mira Mesa Blvd., Suite 200  
San Diego, CA 92121  
877-859-1155  
Bernard.Mathews@ledcor.com

**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.

Corporation Service Company  
5235 North Front Street  
Harrisburg, PA 17110

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. **Not Applicable.**

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.

**See Exhibit A.**

The Applicant is incorporated in the **State of Delaware.**

Give name and address of officers:

Name	Address	Titles
Jimmy Byrd	14400 The Lakes Blvd. Suite 100, Building C Pflugerville, TX, USA 78660	Executive Vice President, Corporate Development
John Kump	1500 - 1067 West Cordova Street Vancouver, BC, Canada V6C 1C7	Executive Vice President and Chief Financial Officer
Iain Morris	1500 - 1067 West Cordova Street Vancouver, BC, Canada V6C 1C7	Chief Operating Officer
Ashwin Chitamun	6405 Mira Mesa Blvd., Suite 200 San Diego, CA, USA 92121	Senior Vice President, Business Development
Michael Murray	14400 The Lakes Blvd. Suite 100, Building C Pflugerville, TX, USA 78660	Senior Vice President, US Infrastructure
Thomas Lofaro	6405 Mira Mesa Blvd., Suite 200 San Diego, CA, USA 92121	Chief Legal Officer and Corporate Secretary
Harminder Gill	1500 - 1067 West Cordova Street Vancouver, BC, Canada V6C 1C7	Senior Vice President, Strategy and Development
Farran Hobbs	1500 - 1067 West Cordova Street Vancouver, BC, Canada V6C 1C7	Senior Vice President, Business Operations
Benjamin Martin	1500 - 1067 West Cordova Street Vancouver, BC, Canada V6C 1C7	Vice President, Finance and Risk Management
Christopher Wales	1500 - 1067 West Cordova Street Vancouver, BC, Canada V6C 1C7	Vice President, Taxation
Justin Kacir	14400 The Lakes Blvd. Suite 100, Building C Pflugerville, TX, USA 78660	Vice President

**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.

**Not applicable.**

**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 certified to offer telecommunications services in Texas, Illinois, Minnesota, South Dakota, Nebraska, Indiana, Wisconsin, Iowa, and Wyoming. LTS is currently applying to offer telecommunications services in Arkansas, Louisiana, and Ohio.

Applicant's affiliate, LTS Telecom Services (EAST) LLC (same address as Applicant), is certified to offer telecommunications service in Virginia, Maryland, and Oregon.

**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 or 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.

IXC: Applicant seeks authority to also provide facilities-based and resold interexchange telecommunications services. The Company will utilize its own facilities in Pennsylvania to provide services.

CAP: Applicant seeks authority to provide competitive access provider services that may include private line transmission services. The Company will utilize its own facilities to provide services.

**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.

IXC: Applicant seeks to provide resold and facilities-based interexchange services throughout the Commonwealth of Pennsylvania.

CAP: Applicant seeks to provide Competitive Access Provider 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.

IXC: Business, enterprise and wholesale customers.

CAP: Business, enterprise and wholesale customers.

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.

IXC: Pursuant to 66 Pa. C.S. § 3018(a) and § 3018(b)(2), Applicant does not intend to file a tariff for interexchange services.

CAP: Please See **Exhibit B** for Applicant's proposed CAP tariff.

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 is qualified financially to operate within the State of Pennsylvania. A copy of Applicant's latest financial statements demonstrating LTS's financial capacity to provide telecommunications services are attached hereto as **Confidential Exhibit C**.

Applicant is a privately held company and such the submitted financial statements are not public information, but rather are confidential and proprietary information.

Therefore, the financial statements are filed under seal and Applicant requests that **Confidential Exhibit C** be afforded confidential treatment from the Commission as this exhibit contains financial information, which, if disclosed, Applicant would suffer material damage to its competitive position. Applicant respectfully requests that this confidential information not be provided to any party other than members of the Commission who need to review the material for the evaluation of Applicant's financial fitness.

Applicant will maintain its records at its headquarters in California. Applicant keeps nationwide balance sheets and income statements. Thus, Applicant cannot project a Pennsylvania-specific balance sheet and income statement for the first year of operations in the Commonwealth. The custodian for Applicant's accounting records is:

Benjamin Martin  
Vice President, Finance and Risk Management  
1500 - 1067 West Cordova Street  
Vancouver, BC, Canada V6C 1C7

***[Remainder of the page left intentionally blank]***

15. **START DATE:** The Applicant proposes to begin offering services on or about as soon as possible after obtaining certification from the Commission.
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.
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  
5<sup>th</sup> 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.***

The Certificate of Service is on page 2 of 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.

Not applicable.

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.

Neither Applicant nor its affiliates or predecessors have been convicted of a crime involving fraud or similar activity.

- 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.
- 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.

Applicant:

LTS Telecommunications Services (USA) Inc.

By: Michael Murray

Michael Murray

Title: Senior VP of US Infrastructure

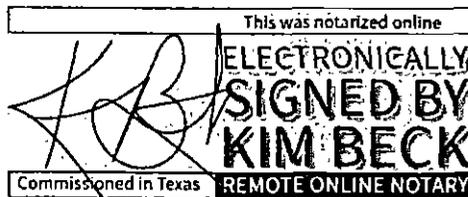
State of Texas  
County of Tarrant

Sworn and subscribed before me on this 27th day of February, 2025 by Michael Murray

DATE OF DEPOSIT

MAR 20 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



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

**AFFIDAVIT**

[Commonwealth/State] of Texas\_ : ss. :  
County of Tarrant

Michael P. Murray, Affiant, being duly affirmed according to law, deposes and says that:

Affiant is the Senior Vice President of US Infrastructure (Office of Affiant) of LTS Telecommunications Services (USA) Inc. (Name of Applicant);

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

That LTS Telecommunications Services (USA) Inc., 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 LTS Telecommunications Services (USA) Inc., 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.

**\* Next paragraph for CLEC Applicants ONLY: NOT APPLICABLE**

That NOT APPLICABLE, 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 knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

*Michael P. Murray*

Signature of Affiant

State of Texas  
County of Tarrant

Sworn and subscribed before me this 13th day of March, 2025



DATE OF DEPOSIT

MAR 20 2025

PUC-377  
Rev. 07/16

**23. § 1.36 Verification.**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Verification**

*I, Michael Murray, 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).*

02/27/2025

Date

*Michael Murray*

Signature

Michael Murray

Printed name

State of Texas  
County of Tarrant

Sworn and subscribed before me this 27th day of February 2025 by Michael Murray



**EXHIBIT A**

**APPLICANT'S DELAWARE ARTICLES OF INCORPORATION &  
FOREIGN CORPORATION REGISTRATION FORM**

**DATE OF DEPOSIT**

**MAR 20 2025**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "LTS TELECOMMUNICATIONS SERVICES (USA) INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF NOVEMBER, A.D. 2017, AT 1:58 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



6607436 8100  
SR# 20176972529

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203538972  
Date: 11-08-17

STATE OF DELAWARE  
CERTIFICATE OF INCORPORATION  
A STOCK CORPORATION

The undersigned Incorporator, desiring to form a corporation under pursuant to the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is LTS Telecommunications Services (USA) Inc.
2. The Registered Office of the corporation in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, County of New Castle Zip Code 19808. The name of the Registered Agent at such address upon whom process against this corporation may be served is Corporation Service Company
3. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total amount of stock this corporation is authorized to issue is 5,000 shares (number of authorized shares) with a par value of \$0.01 per share.
5. The name and mailing address of the incorporator are as follows:  
Name Karen Graham  
Mailing Address 6405 Mira Mesa Blvd., Suite 100  
San Diego, CA Zip Code 92121

By: Karen Graham  
Incorporator

Name: Karen Graham  
Print or Type



0014121602

B0784-6187 02/14/2025 8:00 AM Received by Pennsylvania Department of State



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**FOREIGN REGISTRATION STATEMENT**  
 Fee: \$250

Pennsylvania Department of State

**-FILED-**
 File #: 0014121602  
 Date Filed: 2/14/2025

**DSCB:15-412 (rev. 2/2017)**

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

Foreign Business Type Filing type	Foreign Business Corporation
Association Name The full and proper name of the foreign association as registered in its jurisdiction of formation is Business name in Pennsylvania	LTS Telecommunications Services (USA) Inc. LTS Telecommunications Services (USA) Inc.
Effective Date The filing shall be effective when filed with the Department of State	
Additional Information Jurisdiction of Formation Select one of the following	DELAWARE The association may not have series.
The street address of the association's principal office. Principal Office Address	6405 MIRA MESA BLVD STE 200 SAN DIEGO, CA 92121-4120
The mailing address of the association's principal office. Mailing Address	6405 MIRA MESA BLVD STE 200 SAN DIEGO, CA 92121-4120
Home Jurisdiction Addresses Select one Home Jurisdiction Street Address Home Jurisdiction Mailing Address	The association's home jurisdiction requires the association to maintain a street and mailing address in that jurisdiction. 251 LITTLE FALLS DR WILMINGTON, DE 19808-1674 251 LITTLE FALLS DR WILMINGTON, DE 19808-1674
Registered Office The name of the commercial registered office provider and the county of venue is Corporation Service Company Commercial Registered Office Provider Venue and Publication County	DAUPHIN
Additional provisions, if any Additional provisions	
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)	

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
Thomas Lofaro	Chief Legal Officer & Corporate Secretary	02/13/2025

**EXHIBIT B**

**APPLICANT'S COMPETITIVE ACCESS PROVIDER TARIFF**

**DATE OF DEPOSIT**

**MAR 20 2025**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**LTS TELECOMMUNICATIONS SERVICES (USA) INC.**

**PA PUC Telephone Tariff No. 1**

**ORIGINAL SHEET 1**

**COMPETITIVE ACCESS PROVIDER SERVICES**

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**TITLE SHEET**

**LTS TELECOMMUNICATIONS SERVICES (USA) INC.**

**PENNSYLVANIA PUC TELEPHONE TARIFF NO. 1**

This tariff ("Tariff") contains the description, regulations, and rates applicable to the furnishing of competitive access provider services throughout the Commonwealth of Pennsylvania provided by LTS TELECOMMUNICATIONS SERVICES (USA) INC. ("Company") with a principal office at 6405 Mira Mesa Blvd., Suite 200, San Diego, CA 92121.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa Code, 66 Pa C.S. and the Telecommunications Act of 1934, as amended) 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.

The Company's telephone numbers are:

MAIN: 858-527-6400

TOLL-FREE SERVICE LINE: 877-859-1155

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**Issued:** March \_\_, 2025

**Effective:** March \_\_, 2025

**Issued By:**

*Michael Murray*

*LTS Telecommunications Services (USA) Inc.  
6405 Mira Mesa Blvd., San Diego, CA 92121*

**COMPETITIVE ACCESS PROVIDER SERVICES**

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**CHECK SHEET**

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

Sheet	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original

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**Issued:** March \_\_, 2025

**Effective:** March \_\_, 2025

**Issued By:**

*Michael Murray*

*LTS Telecommunications Services (USA) Inc.  
6405 Mira Mesa Blvd., San Diego, CA 92121*

COMPETITIVE ACCESS PROVIDER SERVICES

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Issued: March \_\_, 2025

Effective: March \_\_, 2025

Issued By:

Michael Murray

LTS Telecommunications Services (USA) Inc.  
6405 Mira Mesa Blvd., San Diego, CA 92121

**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SYMBOLS**

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

- C - To Signify Change in Regulation
- D - To Signify a Rate Decrease or Deletion
- I - To Signify Rate Increase
- M - To Signify Text Moved from Another Tariff Location
- N - To Signify New Rate or Regulation
- T - To Signify Change in Text, But No Change in Rate or Regulation

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**Issued:** March \_\_, 2025

**Effective:** March \_\_, 2025

**Issued By:**

*Michael Murray*

*LTS Telecommunications Services (USA) Inc.  
6405 Mira Mesa Blvd., San Diego, CA 92121*

COMPETITIVE ACCESS PROVIDER SERVICES

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**TARIFF FORMAT**

- A.** Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff.
- B.** Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet 14 cancels 3<sup>rd</sup> Revised Sheet 14.
- C.** Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

- D.** Check Sheets - When a Tariff is revised, an updated check Sheet accompanies the update on the Company's website. The Check Sheet lists the sheets contained in the Tariff cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on the Company's website.

**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**Definitions:**

**Commission** – The Pennsylvania Public Utility Commission.

**Company** – LTS Telecommunications Services (USA) Inc. unless specifically stated otherwise.

**Customer** – The person, firm, corporation, or other entity which negotiates for or uses Company's services and is responsible for payment for such services from the Company.

**Customer Provided Equipment** – Equipment provided by a Customer.

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

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

**Normal Business Hours** – 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays.

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

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**Abbreviations:**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Company Undertaking**

2.1.1 Company provides services to other carriers and private entities on an as-negotiated, case-by-case basis and subject to the availability of facilities. Each Customer interested in Company's services may make request for Company's proposals or competitive bids. After receipt of a Company proposal or bid, which may include non-recurring costs for construction and other charges where Company deems new or additional facilities are needed to accommodate the service, the Customer and Company will negotiate the terms and conditions, including pricing, applicable to the provision of services it desires to procure on an individual basis. All negotiated terms and conditions shall be consistent with the provisions of this Tariff.

2.1.2 Company does not provide retail telecommunications services directly to end-users. Company is not responsible for, and this Tariff does not relate to, the establishment of rates or regulations pertaining to the provision of any retail telecommunications services provided directly to end-users by other carriers or private entities who use Company's services to provision such services.

2.1.3 [RESERVED FOR FUTURE USE]

**2.2 Limitations on Service**

2.2.1 Company's services are available twenty-four (24) hours per day, seven (7) days per week, subject to individually negotiated terms and conditions.

2.2.2 Company's services are provided on a statewide basis and are not intended to be limited geographically.

2.2.3 Company may rely on third parties to provide all or a portion of Company's services. The election of such third-party vendors is made by Company. Company reserves the right to change such third-party vendors at any time.

2.2.4 Company's services are offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.2.5 Subject to individually negotiated terms and conditions, Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control, which may include, but not limited to, loss of or

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significant cost increases associated with any services, facilities, rights of way, or other inputs provided by third parties, or when the Customer is using the service in violation of the provisions of this Tariff or in violation of the law.

2.2.6 Title to any equipment provided by Company under these regulations remains with Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to any assignee or transferee.

2.2.7 Company does not transmit messages, but the services may be used for that purpose.

2.3 Use of Service

2.3.1 Company's services may be used for any lawful purpose consistent with the transmission and switching capabilities of the telecommunications facilities utilized in the provision of services.

2.3.2 Company's services may not be resold by Customer, but be arranged for joint use or authorized use subject to the individually negotiated terms and conditions applicable to such services.

2.4 Limitation of Liability

2.4.1 Company shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the Company, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the Customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.4.2 Company makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Company are hereby excluded and disclaimed.

2.4.3 Subject to individually negotiated terms and conditions, Company may indemnify the Customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the Customer by a third party on account of any

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property damage or personal injury caused by any negligence or willful misconduct of Company or its agents or representatives arising out of performance by Company of any testing or other activities on the Customer's premises pursuant to this Tariff. Company's obligations under the immediately preceding sentence shall be subject to the Customer's full performance of this Tariff and subject further to the Customer's duty to take reasonable precautions in the location, construction, maintenance, and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Company.

2.4.4 Subject to individually negotiated terms and conditions, Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Company's facilities; and

B. All other claims arising out of any act or omission by the Customer in connection with any service provided by Company.

2.4.5 All language in this Section may be subject to individual negotiation on a case-by-case basis. The language set forth in this Section does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of the channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff, which in turn are subject to individually negotiated terms and conditions. It shall be the obligation of the Customer to notify Company of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by or within the Customer's control.

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2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

2.7 Credit Allowance

No credit shall be issued for the unavailability of Company's services.

2.8 Customer Responsibility

2.8.1 General

All Customers assume general responsibilities in connection with the provisions and use of Company's service. When facilities, equipment, and/or communication systems provided by others are connected to Company's facilities, the Customer assumes additional responsibilities. In addition to any applicable individually negotiated responsibilities of a Customer, all Customers are responsible for the following:

- A. Customer is responsible for requesting service, paying all charges for service rendered by Company and complying with all of Company's regulations governing the services. The Customer is also responsible for assuring that its users comply with regulations.
- B. When Customer notifies Company that it desires to procure Company's services, Customer must provide the name(s) and telephone number(s) of its authorized contract representative(s).
- C. Customer must pay Company of the replacement or repair of Company's equipment when the damage results from:
  - 1. Negligence or willful act of the Customer or user,
  - 2. Improper use of service, or
  - 3. Any use of equipment or service provided by others.

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2.8.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, and in accordance with any applicable negotiated terms and conditions, the equipment provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.8.3 Deposits

Company may require a cash deposit or guarantee of payment from any Customer who has not established good credit with Company in accordance with the 52 Pa Code §§ 64.31–64.4152, 52 Pa Code § 53.82(4). Interest shall be paid on deposits held by the Company and the rate of interest will be six percent (6.0%) annually without deduction for any taxes on such deposits.

Deposits shall be returned to the business Customer when service is terminated or after thirty-six (36) consecutive months of prompt payment of all bills to Company. Satisfactory credit may be established through prompt payment of all Company bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance returned to the Customer.

2.8.4 Cancellation by Customer

If a Customer negotiates for services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels the negotiated arrangement before the service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company, subject to any other remedies available under the terms and conditions individually negotiated with the Customer.

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2.8.5 Payment and Charges for Services

- A. Services are provided and billed for in accordance with any applicable negotiated terms and conditions.
- B. Payment is due in accordance with any applicable negotiated terms and conditions.
- C. In the event of a dispute concerning a bill, Customer must proceed with any negotiated complaint procedures.
- D. The Customer is responsible for payment of all charges for service furnished to the Customer.
- E. Customer's responsibility for payment of any state and local taxes and fees (i.e. gross receipts tax, sales tax, municipal utilities tax, franchise tax, franchise fees, telecommunications property tax, other property tax, etc.) shall be in accordance with any applicable negotiated terms and conditions.
- F. Customers will be charged a late payment penalty in accordance with any applicable negotiated terms and conditions.
- G. Customers will be charged on all checks returned to Company by the issuing entity.

2.8.6 Customer Complaint Procedure

Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 877-859-1155.

Any unresolved disputes may be directed to the Commission at 400 North Street, Keystone Bldg. Harrisburg, Pennsylvania 17120.

In the event of a dispute concerning an invoice, the Customer must proceed with any negotiated complaint procedures.

2.9 Company Responsibility

2.9.1 General

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The responsibilities of Company set forth in this Tariff shall be in addition to any applicable negotiated responsibilities and obligations of Company.

**2.9.2 Discontinuance of Service by Company**

Company may discontinue its provision of services in accordance with any applicable negotiated terms and conditions.

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**SECTION 3 – DESCRIPTION OF SERVICES AND RATE**

3.1 Carrier Service Offerings

This section describes Company's carrier and private entity service offerings and the rates applicable thereto. These service offerings are not offered directly to retail end-users.

3.1.1 Description of Carrier Services

A. Facilities-Based Services

Company provides facilities-based services to other carrier's and private entities who, in turn, provide telecommunications services directly to residential and business end-users. Such services include, but are not limited to, constructing, operating, and maintaining complex fiber optics telecommunications infrastructure.

B. Key Route Maintenance Services

Company provides key route maintenance on all components of its constructed fiber optics systems.

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3.1.2 Pricing Arrangements for Carrier Services

Customized service packages and competitive pricing packages at negotiated rates will be furnished on a case-by-case basis in response to requests by Customers to Company for proposals or for competitive bids, subject to the availability of facilities.

A. Case-by-Case Basis Pricing

1. Case-by-case basis pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.
2. Rates, terms and conditions of services shall be determined on a case-by-case basis and determined by contract between Company and the Customer.
3. Customer-specific contracts may include, but are not limited to:
  - a. Indefeasible Rights of Use (IRU);
  - b. Fiber Leases;
  - c. Operations and Maintenance Agreements; and
  - d. Colocation Services Agreements.

3.2 [RESERVED FOR FUTURE USE]

3.3 [RESERVED FOR FUTURE USE]

3.4 [RESERVED FOR FUTURE USE]

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