

**SUPREME COURT OF ARIZONA**

STATE OF ARIZONA *ex rel.* MARK  
BRNOVICH, Attorney General,

Petitioner,

v.

SUSAN BITTER SMITH,

Respondent.

Case No.:

**APPENDIX TO PETITION FOR SPECIAL ACTION**

**VOLUME I**

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2	13	ACC meeting dates	<a href="http://www.azcc.gov/Divisions/Administration/Meetings/Agendas/2013/2013openmeetings.asp">http://www.azcc.gov/Divisions/Administration/Meetings/Agendas/2013/2013openmeetings.asp</a>
3	15	FCC FAQ on VoIP	<a href="https://www.fcc.gov/encyclopedia/voice-over-internet-protocol-voip">https://www.fcc.gov/encyclopedia/voice-over-internet-protocol-voip</a>
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7	191	Comcast website showing bundle	<a href="http://www.xfinity.com/locations/arizona/tucson.html">http://www.xfinity.com/locations/arizona/tucson.html</a>
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10	206	Cox Arizona Telcom LLC transfer of CC&N	<a href="http://images.edocket.azcc.gov/docketpdf/0000034230.pdf">http://images.edocket.azcc.gov/docketpdf/0000034230.pdf</a>
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17	280	Cox Tariff	<p><a href="http://www.cox.com/wcm/en/aboutus/datasheet/regulatory/az-tariff-local-and-toll.pdf?d=512">http://www.cox.com/wcm/en/aboutus/datasheet/regulatory/az-tariff-local-and-toll.pdf?d=512</a></p> <p>Accessible from:  <a href="http://www.azcc.gov/Divisions/Utilities/Tariff/util-tariffs-telecom.asp">http://www.azcc.gov/Divisions/Utilities/Tariff/util-tariffs-telecom.asp</a>                      under Cox Arizona Telcom, L.L.C., then “Local Exchange Service”</p>
18	519	ACC Decision No. 74848 – Universal Service Fund	<a href="http://images.edocket.azcc.gov/docketpdf/0000159370.pdf">http://images.edocket.azcc.gov/docketpdf/0000159370.pdf</a>
19	525	Solix, Remittance Worksheet Instructions for Arizona USF	<a href="http://www.solixinc.com/internet/WorkArea/DownloadAsset.aspx?id=5506">www.solixinc.com/internet/WorkArea/DownloadAsset.aspx?id=5506</a>
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28	635	Novak 10-15-2015 Letter	
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46	849	Notification by Mercury Voice & Data identifying Cequel Corporation as parent	<a href="http://images.edocket.azcc.gov/docketpdf/0000160940.pdf">http://images.edocket.azcc.gov/docketpdf/0000160940.pdf</a>
47	856	Notification by NPG Cable to City of Flagstaff	<a href="http://www.flagstaff.az.gov/DocumentCenter/Home/View/13211">http://www.flagstaff.az.gov/DocumentCenter/Home/View/13211</a>
48	865	ACC Supp. Pub. Records Response 11/25/2015	
49	873	ACC website discussing complaint process	<a href="http://www.azcc.gov/divisions/utilities/cons/index.asp">http://www.azcc.gov/divisions/utilities/cons/index.asp</a>
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53	900	John Wolfe Cox Bio	<a href="http://newsroom.cox.com/index.php?s=34171&amp;item=783">http://newsroom.cox.com/index.php?s=34171&amp;item=783</a>
54	903	Cox motion for reconsideration	<a href="http://images.edocket.azcc.gov/docketpdf/0000089399.pdf">http://images.edocket.azcc.gov/docketpdf/0000089399.pdf</a>

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# EXHIBIT 1

**TITLE 14. PUBLIC SERVICE CORPORATIONS; CORPORATIONS AND ASSOCIATIONS; SECURITIES REGULATION****CHAPTER 2. CORPORATION COMMISSION  
FIXED UTILITIES**

Authority: Article XV, § 3, Constitution of Arizona and A.R.S. § 40-202 et seq.

*Editor's Note: The Office of the Secretary of State publishes all Code Chapters on white paper (Supp. 02-1).*

*The Corporation Commission has determined that rules in this Chapter are exempt from the Attorney General certification provisions of the Arizona Administrative Procedure Act (A.R.S. § 41-1041) by a court order (State ex. rel. Corbin v. Arizona Corporation Commission, 174 Ariz. 216 848 P.2d 301 (App. 1992)). This exemption means that the rule was not certified by the Attorney General. Because this Chapter was filed under a rulemaking exemption, as determined by the Corporation Commission, other than a statutory exemption, the Chapter is printed on green paper.*

*Chapter 2, consisting of Sections R14-2-104, R14-2-105, R14-2-201 through R14-2-213, R14-2-301 through R14-2-313, R14-2-401 through R14-2-411, R14-2-501 through R14-2-510, and R14-2-601 through R14-2-610, adopted effective March 2, 1982.*

**ARTICLE 1. GENERAL PROVISIONS**

*Former Sections R14-2-103, R14-2-127, and R14-2-128, renumbered as Sections R14-2-101 through R14-2-103 respectively and former Section R14-2-135 renumbered as Section R14-2-314 effective March 2, 1982.*

*Former Sections R14-2-101, R14-2-102, R14-2-104, R14-2-106 through R14-2-126, R14-2-129, R14-2-130, R14-2-132 through R14-2-134 repealed effective March 2, 1982.*

## Section

- R14-2-101. Accident reports
- R14-2-102. Treatment of depreciation
- R14-2-103. Defining Filing Requirements in Support of a Request by a Public Service Corporation Doing Business in Arizona for a Determination of the Value of Property of the Corporation and of the Rate of Return Thereon, or in Support of Proposed Increased Rates or Charges
- R14-2-104. Inspection of annual reports
- R14-2-105. Notice of rate hearings
- R14-2-106. Commission Color Code to Identify Location of Underground Facilities
- R14-2-107. Electric or Natural Gas Cooperative Alternative Rate Application Filing Requirements and Process

**ARTICLE 2. ELECTRIC UTILITIES**

## Section

- R14-2-201. Definitions
- R14-2-202. Certificate of Convenience and Necessity for Electric Utilities
- R14-2-203. Establishment of Service
- R14-2-204. Minimum Customer Information Requirements
- R14-2-205. Master Metering
- R14-2-206. Service Lines and Establishments
- R14-2-207. Line Extensions
- R14-2-208. Provision of Service
- R14-2-209. Meter Reading
- R14-2-210. Billing and Collection
- R14-2-211. Termination of Service
- R14-2-212. Administrative and Hearing Requirements
- R14-2-213. Conservation

**ARTICLE 3. GAS UTILITIES**

## Section

- R14-2-301. Definitions
- R14-2-302. Certificate of Convenience and Necessity for gas utilities; additions/extensions; abandonments
- R14-2-303. Establishment of service
- R14-2-304. Minimum customer information requirements
- R14-2-305. Master metering
- R14-2-306. Service lines and establishments

- R14-2-307. Main extensions
- R14-2-308. Provision of service
- R14-2-309. Meter reading
- R14-2-310. Billing and collection
- R14-2-311. Termination of service
- R14-2-312. Administrative and Hearing Requirements
- R14-2-313. Conservation
- R14-2-314. Intermittent gas ignition

**ARTICLE 4. WATER UTILITIES**

## Section

- R14-2-401. Definitions
- R14-2-402. Certificates of Convenience and Necessity for Water Utilities; Extensions of Certificates of Convenience and Necessity for Water Utilities; Abandonment, Sale, Lease, Transfer, or Disposal of a Water Utility; Discontinuance or Abandonment of Water Utility Service
- R14-2-403. Establishment of service
- R14-2-404. Minimum customer information requirements
- R14-2-405. Service connections and establishments
- R14-2-406. Main extension agreements
- R14-2-407. Provision of service
- R14-2-408. Meter reading
- R14-2-409. Billing and collection
- R14-2-410. Termination of service
- R14-2-411. Administrative and Hearing Requirements

**ARTICLE 5. TELEPHONE UTILITIES**

## Section

- R14-2-501. Definitions
- R14-2-502. Certificate of Convenience and Necessity for telephone utilities; additions/extensions; abandonments
- R14-2-503. Establishment of service
- R14-2-504. Minimum customer information requirements
- R14-2-505. Service connections and establishments
- R14-2-506. Construction Agreements
- R14-2-507. Provision of Service
- R14-2-508. Billing and collection
- R14-2-509. Termination of service
- R14-2-510. Administrative and Hearing Requirements

**ARTICLE 6. SEWER UTILITIES**

## Section

- R14-2-601. Definitions
- R14-2-602. Certificates of Convenience and Necessity for Sewer Utilities; Extensions of Certificates of Convenience and Necessity for Sewer Utilities; Abandonment, Sale, Lease, Transfer, or Disposal of a Sewer Utility; Discontinuance or Abandonment of Sewer Utility Service
- R14-2-603. Establishment of service



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- R14-2-604. Minimum customer information requirements
- R14-2-605. Service connections
- R14-2-606. Collection main extension agreements
- R14-2-607. Provision of service
- R14-2-608. Billing and collection
- R14-2-609. Termination of service
- R14-2-610. Administrative and Hearing Requirements

**ARTICLE 7. RESOURCE PLANNING AND  
PROCUREMENT**

## Section

- R14-2-701. Definitions
- R14-2-702. Applicability
- R14-2-703. Load-serving Entity Reporting Requirements
- R14-2-704. Commission Review of Load-serving Entity Resource Plans
- R14-2-705. Procurement
- R14-2-706. Independent Monitor Selection and Responsibilities

**ARTICLE 8. PUBLIC UTILITY HOLDING COMPANIES  
AND AFFILIATED INTERESTS**

## Section

- R14-2-801. Definitions
- R14-2-802. Applicability
- R14-2-803. Organization of Public Utility Holding Companies
- R14-2-804. Commission Review of Transactions Between Public Utilities and Affiliates
- R14-2-805. Annual Filing Requirements of Diversification Activities and Plans
- R14-2-806. Waiver from the Provisions of this Article

**ARTICLE 9. CUSTOMER-OWNED PAY TELEPHONES**

## Section

- R14-2-901. Definitions
- R14-2-902. Application for Certificate of Convenience and Necessity
- R14-2-903. Grant of Certificate of Convenience and Necessity
- R14-2-904. Application for Adjudication not a Public Service Corporation
- R14-2-905. Generic (Streamlined) COPT Tariff
- R14-2-906. Special (Non-Streamlined) COPT Tariff
- R14-2-907. Reporting Requirements and Safety Standards
- R14-2-908. Violations
- R14-2-909. Variations or Exemptions from the Commission's Rules

**ARTICLE 10. ALTERNATIVE OPERATOR SERVICES**

*Article 10, consisting of Sections R14-2-1001 through R14-2-1014, adopted effective November 2, 1993, pursuant to an exemption from the regular rulemaking process as determined by the Arizona Corporation Commission (Supp. 93-4).*

## Section

- R14-2-1001. Definitions
- R14-2-1002. Application for Certificate of Convenience and Necessity
- R14-2-1003. Grant of Certificate of Convenience and Necessity
- R14-2-1004. Rates, Operator Service Charges, and Surcharges
- R14-2-1005. End-user Notification and Choice Requirements
- R14-2-1006. Public Safety Requirements
- R14-2-1007. Billing and Collection
- R14-2-1008. Call Splashing Requirements
- R14-2-1009. Complaint Processing
- R14-2-1010. Quality of Service
- R14-2-1011. Reports
- R14-2-1012. Violations

- R14-2-1013. IntraLATA Long-distance Service is Prohibited
- R14-2-1014. Variations or Exemptions from the Commission's Rules

**ARTICLE 11. COMPETITIVE TELECOMMUNICATIONS  
SERVICES**

*Article 11, consisting of Sections R14-2-1101 through R14-2-1115, adopted effective June 27, 1995, pursuant to an exemption from the regular rulemaking process as determined by the Arizona Corporation Commission (Supp. 95-2).*

## Section

- R14-2-1101. Application of Rules
- R14-2-1102. Definitions
- R14-2-1103. Certificates of Convenience and Necessity Required
- R14-2-1104. Expanded Certificates of Convenience and Necessity for Telecommunications Companies with Existing Certificates; Initial Tariffs
- R14-2-1105. Certificates of Convenience and Necessity for Telecommunications Companies Offering Competitive Services; Initial Tariffs
- R14-2-1106. Grant of Certificate of Convenience and Necessity
- R14-2-1107. Application to Discontinue or Abandon Local Exchange or Interexchange Services
- R14-2-1108. Determination of a Competitive Telecommunications Service
- R14-2-1109. Pricing of Competitive Telecommunications Services
- R14-2-1110. Competitive Telecommunications Services -- Procedures for Rate Change
- R14-2-1111. Requirement for IntraLATA Equal Access
- R14-2-1112. Interconnection Requirements
- R14-2-1113. Establishment of Universal Service Fund
- R14-2-1114. Service Quality Requirements for the Provision of Competitive Services
- R14-2-1115. Administrative Requirements

**ARTICLE 12. ARIZONA UNIVERSAL SERVICE FUND**

*Article 12, consisting of Sections R14-2-1201 through R14-2-1217, adopted effective April 26, 1996, pursuant to an exemption from the regular rulemaking process as determined by the Arizona Corporation Commission (Supp. 96-2).*

## Section

- R14-2-1201. Definitions
- R14-2-1202. Calculation of AUSF Support
- R14-2-1203. Request for AUSF Support
- R14-2-1204. Funding of the AUSF
- R14-2-1205. Calculation of Surcharges
- R14-2-1206. Implementation
- R14-2-1207. Calculation of Monthly Payments and the Associated Collections
- R14-2-1208. Monthly AUSF Disbursements
- R14-2-1209. Procedures for Handling AUSF Rate Changes
- R14-2-1210. Statement of Participation of all Telecommunications Service Providers in the AUSF
- R14-2-1211. Duties and Responsibilities of the AUSF Administrator
- R14-2-1212. Interim Administrator
- R14-2-1213. Guidelines for Auditing the AUSF
- R14-2-1214. Enforcement of Collection of Delinquent AUSF Amounts
- R14-2-1215. AUSF Annual Report
- R14-2-1216. Review Process
- R14-2-1217. Supersession of Existing USF Mechanism

3. Purchase from a non-affiliated entity through auction or an RFP process;
  4. Bilateral contract with a non-affiliated entity;
  5. Bilateral contract with an affiliated entity, provided that non-affiliated entities were provided notice and an opportunity to compete against the affiliated entity's proposal before the transaction was executed; and
  6. Any other competitive procurement process approved by the Commission.
- B.** A load-serving entity shall use an RFP process as its primary acquisition process for the wholesale acquisition of energy and capacity, unless one of the following exceptions applies:
1. The load-serving entity is experiencing an emergency;
  2. The load-serving entity needs to make a short-term acquisition to maintain system reliability;
  3. The load-serving entity needs to acquire other components of energy procurement, such as fuel, fuel transportation, and transmission projects;
  4. The load-serving entity's planning horizon is two years or less;
  5. The transaction presents the load-serving entity a genuine, unanticipated opportunity to acquire a power supply resource at a clear and significant discount, compared to the cost of acquiring new generating facilities, and will provide unique value to the load-serving entity's customers;
  6. The transaction is necessary for the load-serving entity to satisfy an obligation under the Renewable Energy Standard rules; or
  7. The transaction is necessary for the load-serving entity's demand-side management or demand response programs.
- C.** A load-serving entity shall engage an independent monitor to oversee all RFP processes for procurement of new resources.

#### Historical Note

New Section made by final rulemaking at 16 A.A.R. 2150, effective December 20, 2010 (Supp. 10-4).

#### **R14-2-706. Independent Monitor Selection and Responsibilities**

- A.** When a load-serving entity contemplates engaging in an RFP process, the load-serving entity shall consult with Staff regarding the identity of companies or consultants that could serve as independent monitor for the RFP process.
- B.** After consulting with Staff, a load-serving entity shall create a vendor list of three to five candidates to serve as independent monitor and shall file the vendor list with Docket Control to allow interested persons time to review and file objections to the vendor list.
- C.** An interested person shall file with Docket Control, within 30 days after a vendor list is filed with Docket Control, any objection that the interested person may have to a candidate's inclusion on a vendor list.
- D.** Within 60 days after a vendor list is filed with Docket Control, Staff shall issue a notice identifying each candidate on the vendor list that Staff has determined to be qualified to serve as independent monitor for the contemplated RFP process. In making its determination, Staff shall consider the experience of the candidates, the professional reputation of the candidates, and any objections filed by interested persons.
- E.** A load-serving entity that has completed the actions required by subsections (A) and (B) to comply with a particular Commission Decision is deemed to have complied with subsections (A) and (B) and is not required to repeat those actions.
- F.** A load-serving entity may retain as independent monitor for the contemplated RFP process and for its future RFP processes any of the candidates identified in Staff's notice.

- G.** A load-serving entity shall file with Docket Control a written notice of its retention of an independent monitor.
- H.** A load-serving entity is responsible for paying the independent monitor for its services and may charge a reasonable bidder's fee to each bidder in the RFP process to help offset the cost of the independent monitor's services. A load-serving entity may request recovery of the cost of the independent monitor's services, to the extent that the cost is not offset by bidder's fees, in a subsequent rate case. The Commission shall use its discretion in determining whether to allow the cost to be recovered through customer rates.
- I.** One week prior to the deadline for submitting bids, a load-serving entity shall provide the independent monitor a copy of any bid proposal prepared by the load-serving entity or entity affiliated with the load-serving entity and of any benchmark or reference cost the load-serving entity has developed for use in evaluating bids. The independent monitor shall take steps to secure the load-serving entity's bid proposal and any benchmark or reference cost so that they are inaccessible to any bidder, the load-serving entity, and any entity affiliated with the load-serving entity.
- J.** Upon Staff's request, the independent monitor shall provide status reports to Staff throughout the RFP process.

#### Historical Note

New Section made by final rulemaking at 16 A.A.R. 2150, effective December 20, 2010 (Supp. 10-4).

### **ARTICLE 8. PUBLIC UTILITY HOLDING COMPANIES AND AFFILIATED INTERESTS**

#### **R14-2-801. Definitions**

In this Article, unless the context otherwise requires:

1. "Affiliate," with respect to the public utility, shall mean any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, the public utility. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any entity, shall mean the power to direct the management policies of such entity, whether through ownership of voting securities, or by contract, or otherwise.
2. "Commission." The Arizona Corporation Commission.
3. "Entity." A corporation, partnership, limited partnership, joint venture, trust, estate, or natural person.
4. "Holding Company" or "Public Utility Holding Company." Any affiliate that controls a public utility.
5. "Reorganize" or "Reorganization." The acquisition or divestiture of a financial interest in an affiliate or a utility, or reconfiguration of an existing affiliate or utility's position in the corporate structure or the merger or consolidation of an affiliate or a utility.
6. "Subsidiary." Any affiliate controlled by a utility.
7. "System of Accounts." The accounting system or systems prescribed for utilities by the Commission.
8. "Utility" or "Public Utility." Any Class A investor-owned public service corporation subject to the jurisdiction of the Arizona Corporation Commission.

#### Historical Note

Adopted effective July 30, 1992 (Supp. 92-3).

#### **R14-2-802. Applicability**

- A.** These rules are applicable to all Class A investor-owned utilities under the jurisdiction of the Commission and are applicable to all transactions entered into after the effective date of these rules.

## Corporation Commission – Fixed Utilities

- B.** Information furnished to the Commission in compliance with these rules will not be open to public inspection, or made public, except on order of the Commission, or by the Commission, or a Commissioner in the course of a hearing or proceeding.

**Historical Note**

Adopted effective July 30, 1992 (Supp. 92-3).

**R14-2-803. Organization of Public Utility Holding Companies**

- A.** Any utility or affiliate intending to organize a public utility holding company or reorganize an existing public utility holding company will notify the Commission's Utilities Division in writing at least 120 days prior thereto. The notice of intent will include the following information:
1. The names and business addresses of the proposed officers and directors of the holding company;
  2. The business purposes for establishing or reorganizing the holding company;
  3. The proposed method of financing the holding company and the resultant capital structure;
  4. The resultant effect on the capital structure of the public utility;
  5. An organization chart of the holding company that identifies all affiliates and their relationships within the holding company;
  6. The proposed method for allocating federal and state income taxes to the subsidiaries of the holding company;
  7. The anticipated changes in the utility's cost of service and the cost of capital attributable to the reorganization;
  8. A description of diversification plans of affiliates of the holding company; and
  9. Copies of all relevant documents and filings with the United States Securities and Exchange Commission and other federal or state agencies.
  10. The contemplated annual and cumulative investment in each affiliate for the next five years, in dollars and as a percentage of projected net utility plant, and an explanation of the reasons supporting the level of investment and the reasons this level will not increase the risks of investment in the public utility.
  11. An explanation of the manner in which the utility can assure that adequate capital will be available for the construction of necessary new utility plant and for improvements in existing utility plant at no greater cost than if the utility or its affiliate did not organize or reorganize a public utility holding company.
- B.** The Commission staff will, within 30 days after receipt of the notice of intent, notify the Applicant of any questions which it has concerning the notice or supporting information. The Commission will, within 60 days from the receipt of the notice of intent, determine whether to hold a hearing on the matter or approve the organization or reorganization without a hearing.
- C.** At the conclusion of any hearing on the organization or reorganization of a utility holding company, the Commission may reject the proposal if it determines that it would impair the financial status of the public utility, otherwise prevent it from attracting capital at fair and reasonable terms, or impair the ability of the public utility to provide safe, reasonable and adequate service.

**Historical Note**

Adopted effective July 30, 1992 (Supp. 92-3).

**R14-2-804. Commission Review of Transactions Between Public Utilities and Affiliates**

- A.** A utility will not transact business with an affiliate unless the affiliate agrees to provide the Commission access to the books

and records of the affiliate to the degree required to fully audit, examine or otherwise investigate transactions between the public utility and the affiliate. In connection therewith, the Commission may require production of books, records, accounts, memoranda and other documents related to these transactions.

- B.** A utility will not consummate the following transactions without prior approval by the Commission:
1. Obtain a financial interest in any affiliate not regulated by the Commission, or guarantee, or assume the liabilities of such affiliate;
  2. Lend to any affiliate not regulated by the Commission, with the exception of short-term loans for a period less than 12 months in an amount less than \$100,000; or
  3. Use utility funds to form a subsidiary or divest itself of any established subsidiary.
- C.** The Commission will review the transactions set forth in subsection (B) above to determine if the transactions would impair the financial status of the public utility, otherwise prevent it from attracting capital at fair and reasonable terms, or impair the ability of the public utility to provide safe, reasonable and adequate service.
- D.** Every transaction in violation of subsection (A) or (B) above is void, and the transaction shall not be made on the books of any public service corporation.
- E.** The system of accounts used by the public utility will include the necessary accounting records needed to record and compile transactions with each affiliate.

**Historical Note**

Adopted effective July 30, 1992 (Supp. 92-3).

**R14-2-805. Annual Filing Requirements of Diversification Activities and Plans**

- A.** On or before April 15th of each calendar year, all public utilities meeting the requirements of R14-2-802 and public utility holding companies will provide the Commission with a description of diversification plans for the current calendar year that have been approved by the Boards of Directors. As part of these filings, each public utility meeting the requirements of R14-2-802 will provide the Commission the following information:
1. The name, home office location and description of the public utility's affiliates with whom transactions occur, their relationship to each other and the public utility, and the general nature of their business;
  2. A brief description of the business activities conducted by the utility's affiliates with whom transactions occurred during the prior year, including any new activities not previously reported;
  3. A description of plans for the utility's subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity;
  4. Copies of the most recent financial statements for each of the utility's subsidiaries;
  5. An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates;
  6. The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation;
  7. An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at

reasonable rates have been affected by the organization or reorganization of the public utility holding company;

8. The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer;
  9. Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate;
  10. Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate; and
  11. Contracts or agreements to lease goods or real property between a public utility and an affiliate.
- B. After reviewing the diversification plans, the Commission may, within 90 days after plans have been provided, request additional information, or order a hearing, or both, should it conclude after its review that the business activities would impair the financial status of the public utility, otherwise prevent it from attracting capital at fair and reasonable terms, or impair the ability of the public utility to provide safe, reasonable and adequate service.

#### Historical Note

Adopted effective July 30, 1992 (Supp. 92-3).

#### R14-2-806. Waiver from the Provisions of this Article

- A. The Commission may waive compliance with any of the provisions of this Article upon a finding that such waiver is in the public interest.
- B. Any affected entity may petition the Commission for a waiver by filing a verified application for waiver setting forth with specificity the circumstances whereby the public interest justifies noncompliance with all or part of the provisions of this Article.
- C. If the Commission fails to approve, disapprove, or suspend for further consideration an application for waiver within 30 days following filing of a verified application for waiver, the waiver shall become effective on the 31st day following filing of the application.

#### Historical Note

Adopted effective July 30, 1992 (Supp. 92-3).

### ARTICLE 9. CUSTOMER-OWNED PAY TELEPHONES

#### R14-2-901. Definitions

In this Article, unless the context otherwise requires:

1. "Affiliate" means any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, a customer of record. For purposes of this subsection, the term "control, (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any entity, means the power to direct the management policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
2. "Customer of record" means a premises owner or vendor, who has either applied to, or who has obtained from, an LEC an access line to be a COPT provider.
3. "Customer-owned pay telephone (COPT) provider" means an entity authorized by the Commission to provide public pay telephone service to end-users and which is not a certificated LEC on the effective date of this Article. For purposes of compliance with Article 5 of this Chapter, "COPT provider" does not mean a "utility" as defined in R14-2-501(24).
4. "'800' service" means calls to telephone numbers which normally can be reached without charge to the calling party by dialing 1-800 plus 7 digits.
5. "Entity" means a corporation, partnership, limited partnership, joint venture, trust, estate, or natural person.
6. "Local exchange company (LEC)" means a company which is certificated to operate the local public switched telecommunications network.
7. "Public access line (PAL)" means any LEC tariff under which COPT providers are authorized to obtain access to the local and interexchange telecommunications network.

#### Historical Note

Adopted effective September 16, 1992 (Supp. 92-3).

*Editor's Note: The following Section was amended under an exemption from the Attorney General approval provisions of the Arizona Administrative Procedure Act (State ex. rel. Corbin v. Arizona Corporation Commission, 174 Ariz. 216 848 P.2d 301 (App. 1992)), as determined by the Corporation Commission. This exemption means that the rules as amended were not approved by the Attorney General.*

#### R14-2-902. Application for Certificate of Convenience and Necessity

- A. Within 30 days of the effective date of this Article, all LEC's shall provide written notification of the requirements of this Article to each of their existing customers of record. Such notification shall be in a form acceptable to the Commission and shall explain that all customers of record are required to file either an application for a certificate of convenience and necessity (CC&N) pursuant to this Section or an application for an adjudication not a public service corporation pursuant to R14-2-904.
- B. Any customer of record requesting PAL service subsequent to the effective date of this Article who was not subject to the provisions of subsections (A) and (E) of this Section, or whose PAL service was terminated pursuant to the provisions of this Article, shall provide to the LEC proof of either:
  1. A CC&N granted pursuant to this Section; or
  2. An adjudication order declaring that it is not a public service corporation pursuant to R14-2-904.
- C. All customers of record shall submit to the Commission an original and 10 copies of an application for a CC&N. A customer of record who has COPT's placed in more than one location may apply for a single CC&N to cover all locations served.
- D. Each customer of record shall submit an application on a form provided by the Commission which includes all of the following information:
  1. The name and address of the customer of record, including a contact person for coordinating communications with the Commission and a contact person or telephone number for maintenance and complaint handling. If the customer of record is other than an individual, a listing of the officers, directors, or partners and a copy of the articles of incorporation, partnership agreement, or other organizational document shall be provided.
  2. A description of all affiliated relationships between the customer of record and any public service corporation or telecommunications company.
  3. The addresses and descriptions of locations to be served, including the name of the serving LEC.
  4. A description of the equipment being used to provide service.
  5. A list of services provided and the proposed rates.
  6. An example of the contract between the customer of record and the premises owner, if different.
  7. A description of how information posting and complaint handling requirements will be met.

# EXHIBIT 2



## Arizona Corporation Commission



**Tom Forese**  
Commissioner



**Doug Little**  
Commissioner



**Susan Bitter Smith**  
Chairman



**Bob Stump**  
Commissioner



**Bob Burns**  
Commissioner

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### 2015 Open Meeting Dates

	<b>Regular</b>	<b>Contingency</b>
January	13 & 14	22
February	3 & 4	26
March	2 & 3 Mon. & Tues. <del>16 &amp; 17</del>	19
April	14 & 15	23
May	12 & 13	28
June	16 & 17 <del>9 &amp; 10</del>	25
July	7 & 8	23
August	18 & 19	27
September	8 & 9	29
October	20 & 21 <del>14 &amp; 15</del> <del>7 &amp; 8</del>	29
November	17 & 18	24
December	8 & 9	29

### 2016 Open Meeting Dates

	<b>Regular</b>	<b>Contingency</b>
January	13 & 14 Wed. & Thurs.	28
February	2 & 3	25
March	2 & 3 Wed. & Thurs.	17
April	12 & 13	21
May	3 & 4	19
June	14 & 15	24 Friday
July	12 & 13	21
August	9 & 10	25
September	7 & 8 Wed. & Thurs.	22
October	12 & 13 Wed. & Thurs.	27
November	9 & 10 Wed. & Thurs.	22 Tuesday
December	13 & 14	29

APP0014

# EXHIBIT 3



The FCC

Our Work

Tools &amp; Data

Business &amp; Licensing

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Home / The FCC / FCC Encyclopedia / Voice Over Internet Protocol (VoIP)

## Voice Over Internet Protocol (VoIP)

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### IP-Enabled Services

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

### Frequently Asked Questions

### How VoIP / Internet Voice Works

VoIP services convert your voice into a digital signal that travels over the Internet. If you are calling a regular phone number, the signal is converted to a regular telephone signal before it reaches the destination. VoIP can allow you to make a call directly from a computer, a special VoIP phone, or a traditional phone connected to a special adapter. In addition, wireless "hot spots" in locations such as airports, parks, and cafes allow you to connect to the Internet and may enable you to use VoIP service wirelessly.

### FCC Highlights






#### Public Safety Support Center



Report outages, file requests, ask questions and check status of requests.

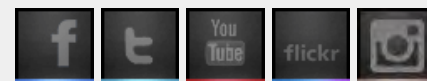
[MORE HIGHLIGHTS](#)

### Related Guides & Help

-  [Open Internet Transparency Rule](#)
-  [Tech Transitions](#)
-  [2014 Cable Industry Price Survey Download Site](#)
-  [Cell Phone Unlocking FAQs](#)
-  ['One Ring' Wireless Phone Scam](#)

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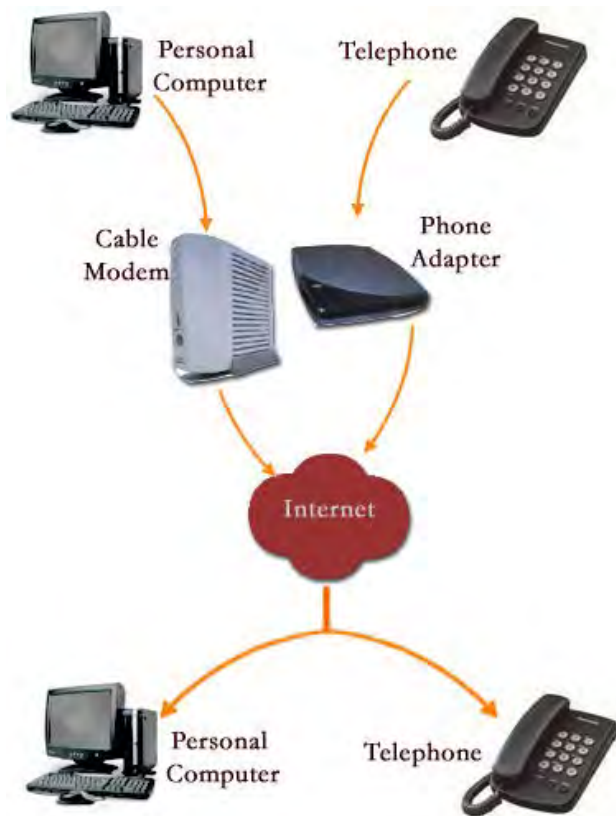
### Connect



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### What Kind of Equipment Do I Need?

**A broadband (high speed Internet) connection is required.** This can be through a cable modem, or high speed services such as DSL or a local area network. **A computer, adaptor, or specialized phone is required.** Some VoIP services only work over your computer or a special VoIP phone, while other services allow you to use a traditional phone connected to a VoIP adapter. If you use your computer, you will need some software and an inexpensive microphone. Special VoIP phones plug directly into your broadband connection and operate largely like a traditional telephone. If you use a telephone with a VoIP adapter, you'll be able to dial just as you always have, and the service provider may also provide a dial tone.

### Is there a difference between making a Local Call and a Long Distance Call?

Some VoIP providers offer their services for free, normally only for calls to other subscribers to the service. Your VoIP provider may permit you to select an area code different from the area in which you live. It also means that people who call you may incur long distance charges depending on their area code and service.

Some VoIP providers charge for a long distance call to a number outside your calling area, similar to existing, traditional wireline telephone service. Other VoIP providers permit you to call anywhere at a flat rate for a fixed number of minutes.

### If I have VoIP service, who can I call?

Depending upon your service, you might be limited only to other subscribers to the service, or you may be able to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. If you are calling someone who has a regular analog phone, that person does not need any special equipment to talk to you.

Some VoIP services may allow you to speak with more than one person at a time.

## What Are Some Advantages of VoIP?

Some VoIP services offer features and services that are not available with a traditional phone, or are available but only for an additional fee. You may also be able to avoid paying for both a broadband connection and a traditional telephone line.

## What Are Some disadvantages of VoIP?

If you're considering replacing your traditional telephone service with VoIP, there are some possible differences:

- Some VoIP services don't work during power outages and the service provider may not offer backup power.
- Not all VoIP services connect directly to emergency services through 9-1-1. For additional information, see [VoIP & 911 Advisory](#).
- VoIP providers may or may not offer directory assistance/white page listings.

## Can I use my Computer While I talk on the Phone?

In most cases, yes.

## Can I Take My Phone Adapter with me When I Travel?

Some VoIP service providers offer services that can be used wherever a high speed Internet connection is available. Using a VoIP service from a new location may impact your ability to connect directly to emergency services through 9-1-1. For additional information, see [VoIP & 911 Advisory](#).

## Does my Computer Have to be Turned on?

Only if your service requires you to make calls using your computer. All VoIP services require your broadband Internet connection to be active.

## How Do I Know If I have a VoIP phone Call?

If you have a special VoIP phone or a regular telephone connected to a VoIP adapter, the phone will ring like a traditional telephone. If your VoIP service requires you to make calls using your computer, the software supplied by your service provider will alert you when you have an incoming call.

## Does the FCC Regulate VoIP?

In June 2005 the FCC imposed 911 obligations on providers of interconnected VoIP services. VoIP services that allow users generally to make calls to and receive calls from the regular telephone network. You should know, however, that 911 calls using VoIP are handled differently than 911 calls using your regular telephone service. Please see our [consumer fact sheet on VoIP and 911 services](#) for complete information on these differences.

In addition, the FCC requires interconnected VoIP providers to comply with the Communications Assistance for Law Enforcement Act of 1994 (CALEA) and to contribute to the Universal Service Fund, which supports communications services in high-cost areas and for income-eligible telephone subscribers.

*Aspects of these considerations may change with new developments in internet technology. You should always check with the VoIP service provider you choose to confirm any advantages and limitations to their service.*

For more information about VoIP see our [factsheet](#) (pdf file).

#### **Note**

Aspects of these considerations may change with new developments in internet technology. You should always check with the VoIP service provider you choose to confirm any advantages and limitations to their service.

#### **Events**

- [VoIP Forum - 12/1/03](#)
- [VoIP Summit - 5/7/04](#)

#### **Headlines**

5/13/09

FCC Requires VoIP Providers to Notify Consumers of Plans to Discontinue Service.

News Release: [Word](#) | [Acrobat](#)

Report & Order: [Word](#) | [Acrobat](#)

Copps Statement: [Word](#) | [Acrobat](#)

Adelstein Statement: [Word](#) | [Acrobat](#)

McDowell Statement: [Word](#) | [Acrobat](#)

11/8/07

FCC Expands Local Number Portability to VoIP.

**Order:** [Word](#) | [Acrobat](#)

10/31/07

FCC Expands Local Number Portability to VoIP.

News Release: [Word](#) | [Acrobat](#)

Martin Statement: [Word](#) | [Acrobat](#)

Copps Statement: [Word](#) | [Acrobat](#)

Adelstein Statement: [Word](#) | [Acrobat](#)

Tate Statement: [Word](#) | [Acrobat](#)

McDowell Statement: [Word](#) | [Acrobat](#)

8/6/07

Assessment and Collection of Regulatory Fees for Fiscal Year 2007.

Order: [Word](#) | [Acrobat](#)

Copps Statement: [Word](#) | [Acrobat](#)

Adelstein Statement: [Word](#) | [Acrobat](#)

6/15/07

Disability Access Requirements Extended to VOIP Services.

Order: [Word](#) | [Acrobat](#)

News Release (5/31/07): [Word](#) | [Acrobat](#)

Martin Statement: [Word](#) | [Acrobat](#)

Copps Statement: [Word](#) | [Acrobat](#)

Adelstein Statement: [Word](#) | [Acrobat](#)

Tate Statement: [Word](#) | [Acrobat](#)

McDowell Statement: [Word](#) | [Acrobat](#)

5/31/07

Disability Access Requirements Extended to VOIP Services.

News Release: [Word](#) | [Acrobat](#)

Martin Statement: [Word](#) | [Acrobat](#)

Copps Statement: [Word](#) | [Acrobat](#)

Adelstein Statement: [Word](#) | [Acrobat](#)

McDowell Statement: [Word](#) | [Acrobat](#)

4/18/07

Assessment and Collection of Regulatory Fees for Fiscal Year 2007.

NPRM: [Word](#) | [Acrobat](#)

4/16/07

Broadband Data Notice of Proposed Rulemaking (FCC 07-17).

NPRM: [Word](#) | [Acrobat](#)

Martin Statement: [Word](#) | [Acrobat](#)

Copps Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)  
Tate Statement: [Word](#) | [Acrobat](#)  
McDowell Statement: [Word](#) | [Acrobat](#)

4/2/07  
FCC Strengthens Privacy Rules to Prevent Pretexting.  
News Release: [Word](#) | [Acrobat](#)  
Order: [Word](#) | [Acrobat](#)  
Martin Statement: [Word](#) | [Acrobat](#)  
Copps Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)  
Tate Statement: [Word](#) | [Acrobat](#)  
McDowell Statement: [Word](#) | [Acrobat](#)

03/01/07  
Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers.  
Order: [Word](#) | [Acrobat](#)  
Martin Press Statement: [Word](#) | [Acrobat](#)

10/19/06  
FCC Releases Funding Year 2007 Eligible Services List for Schools and Libraries Services Mechanism.  
Public Notice: [Word](#) | [Acrobat](#)  
List: [Word](#) | [Acrobat](#)

6/27/06  
FCC Updates Approach for Assessing Contributions to the Federal Universal Service Fund.  
R&O & NPRM: [Acrobat](#)  
News Release (06/21/06): [Word](#) | [Acrobat](#)  
Martin Statement: [Acrobat](#)  
Copps Statement: [Acrobat](#)  
Adelstein Statement: [Acrobat](#)  
Tate Statement: [Acrobat](#)  
McDowell Statement: [Acrobat](#)

05/03/06  
FCC Adopts Order to Enable Law Enforcement to Access Certain Broadband and VoIP Providers.  
News Release: [Word](#) | [Acrobat](#)  
Martin Statement: [Word](#) | [Acrobat](#)  
Copps Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)  
Tate Statement: [Word](#) | [Acrobat](#)

8/26/05  
Enforcement Bureau Provides Further Guidance to Interconnected Voice Over Internet Protocol Service Providers Concerning Enforcement of Subscriber Acknowledgement Requirement.  
Public Notice: [Word](#) | [Acrobat](#)

7/26/05  
Enforcement Bureau Provides Guidance on VoIP Providers' July 29, 2005 Subscriber Notification Deadline.  
Public Notice: [Word](#) | [Acrobat](#)

7/25/05  
FCC Announces Joint Federal/State VOIP Enhanced 911 Enforcement Task Force.  
News Release: [Word](#) | [Acrobat](#)

05/19/05  
Commission Requires Interconnected VoIP Providers to Provide Enhanced 911 Service.  
News Release: [Word](#) | [Acrobat](#)  
Order: [Word](#) | [Acrobat](#)  
Martin Statement: [Word](#) | [Acrobat](#)  
Abernathy Statement: [Word](#) | [Acrobat](#)  
Copps Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)

03/03/05  
Madison River Communications, LLC Order and Consent Decree.  
Order: [Word](#) | [Acrobat](#)  
Consent Decree: [Word](#) | [Acrobat](#)  
Chairman Powell Commends Swift Action to Protect VoIP Services: [Word](#) | [Acrobat](#)

11/09/04

FCC Finds that VONAGE Not Subject to Patchwork of State Regulations Governing Telephone Companies.

News Release: [Word](#) | [Acrobat](#)  
MO&O (11/12/04): [Word](#) | [Acrobat](#)  
Powell Statement: [Word](#) | [Acrobat](#)  
Abernathy Statement: [Word](#) | [Acrobat](#)  
Copps Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)

4/21/04

FCC Decision on Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges.

Order: [Word](#) | [Acrobat](#)  
Powell Statement: [Word](#) | [Acrobat](#)  
Abernathy Statement: [Word](#) | [Acrobat](#)  
Copps Statement: [Word](#) | [Acrobat](#)  
Martin Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)

4/20/04

Agenda Announced for May 7, 2004 "Solutions Summit" on Disability Access Issues Associated with Internet-Protocol Based Communications Services.

Public Notice: [Word](#) | [Acrobat](#)

4/16/04

VoIP Solutions Summit Pre-Registration Form [Acrobat](#)

3/10/04

FCC Moves to Allow More Opportunities for Consumers Through Voice Services Over The Internet.

NPRM: [Text](#) | [Acrobat](#)  
News Release (2/12/04): [Word](#) | [Acrobat](#)  
Powell Statement: [Text](#) | [Acrobat](#)  
Abernathy Statement: [Acrobat](#)  
Copps Statement: [Text](#) | [Acrobat](#)  
Martin Statement: [Text](#) | [Acrobat](#)  
Adelstein Statement: [Text](#) | [Acrobat](#)

02/12/04

FCC to Hold Second Solutions Summit on IP-Enabled Services and Disability Access Issues.

News Release: [Word](#) | [Acrobat](#)  
Powell Statement: [Word](#) | [Acrobat](#)  
Abernathy Statement: [Word](#) | [Acrobat](#)  
Copps Statement: [Word](#) | [Acrobat](#)  
Martin Statement: [Word](#) | [Acrobat](#)  
Adelstein Statement: [Word](#) | [Acrobat](#)

2/12/04

FCC Rules That Pulver.com's Free World Dialup Service Should Remain Free From Unnecessary Regulation.

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# EXHIBIT 4

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STATE OF ARIZONA  
THE ATTORNEY GENERAL'S OFFICE

In the Matter of: )No. P-2015-1641  
)  
)  
Susan Bitter Smith )  
)Interview  
)

RECORDED INTERVIEW OF SUSAN BITTER SMITH

TRANSCRIBED FROM AUDIO RECORDING

Phoenix, Arizona  
October 7, 2015

(File name: DM620014.wma.)

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1                   TRANSCRIPT OF AUDIO RECORDED PROCEEDINGS was  
2 taken on October 7, 2015, at the Office of the Attorney  
3 General, 1275 West Washington Street, Phoenix, Arizona.

4  
5

6 IN ATTENDANCE:

7                   OFFICE OF THE ATTORNEY GENERAL

8                   By: Mr. Beau Roysden  
9                   Mr. Paul Watkins, Civil Division Chief  
10                  Mr. Don Conrad, Criminal Division Chief  
11                  Mr. Paul Ahler, Section Chief  
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24                  Attorney for Susan Bitter Smith

25

1 (Commencement of audio recorded interview, File  
2 Name: DM620014, at 00:00:00.)

3 \* \* \* \* \*

4 MR. CONRAD: Ms. Bitter Smith, just as a brief  
5 introduction, I -- I want to understand -- or -- or let  
6 me ask you a couple of questions and make a couple  
7 statements --

8 MR. ROYSDEN: Of course.

9 MR. CONRAD: -- statements.

10 BY MR. CONRAD:

11 Q. I mean, you do understand that we do have a tape  
12 recorder in the middle of the table, and we are going to  
13 record your statements here, right?

14 A. I do understand that, yes.

15 Q. Because we're recording, we want to get a -- a  
16 good -- a good recording. And so we ask that if you're  
17 being asked the question, please wait until the question  
18 is completed so that you both understand the question,  
19 because you can't -- you can't appropriately --

20 A. Right.

21 Q. -- answer a question --

22 A. Right.

23 Q. -- you don't understand. And so that -- that we  
24 don't have people talking over one another. I'll be the  
25 worst one about that, but I'll try to control -- control

1 my urge to talk.

2 A. Okay.

3 Q. Have you been deposed before?

4 A. I got asked that a few weeks ago. And it --  
5 once, about 20 years ago, so I'm not an expert at this  
6 process.

7 Q. Well, we're not -- we're not here to make a  
8 formal proceeding like a -- a deposition. We don't have  
9 a court reporter here. There's going to be no oath  
10 administered. We, of course, expect that you're going  
11 to tell us the truth. I don't think I need to ask about  
12 that. I'm sure that's everybody's expectation.

13 We're -- we're here because there have been  
14 certain complaints made concerning your activities while  
15 a Commissioner at the Corporation Commission, including  
16 a complaint that was filed by Mr. Tom Ryan.

17 Do you agree that's why we're present here  
18 today? That's why you're here?

19 A. Well, I'm -- I'm familiar with Mr. Ryan's  
20 complaint. I'm not familiar with any other complaints  
21 that you have, but --

22 Q. No. I don't have any other complaints --

23 A. Okay.

24 Q. -- except that one.

25 A. Okay.

1 Q. But I'm talking just generally about the  
2 complaints about a possible of conflict of interest --

3 A. Yes.

4 Q. -- at the -- the Commission.

5 And is there any reason -- are you on any  
6 medication? Are you ill today? Is there any reason  
7 that your answers that you provide to our questions here  
8 today wouldn't be reliable, let's say?

9 A. No. I'm -- I'm absolutely fine and not on any  
10 medication.

11 Q. Okay. If you want to talk to either of your  
12 lawyers during the course of this, you just need to say  
13 so.

14 A. Okay.

15 Q. Perfectly permissible. We -- we're going to try  
16 to -- Mr. Roysden is going to begin with questioning,  
17 but then we have others that have some questions that  
18 they want to pose also.

19 Do you have a time expectation here today?

20 A. I'm at your disposal, so I'm here to answer any  
21 questions you might have.

22 Q. Okay. Then I guess I would turn it over to you,  
23 Beau, and please proceed.

24 MR. ROYSDEN: Sounds good.

25 MR. CONRAD: Also, if -- if you need a -- a

1 break, otherwise, please say so too.

2 MS. BITTER SMITH: Okay. And I presume --

3 MR. CONRAD: Even if you don't want to talk to  
4 these two.

5 MS. BITTER SMITH: Okay. And anybody else that  
6 might need that, I would presume they would ask too,  
7 so -- good.

8 BY MR. ROYSDEN:

9 Q. Just to quickly cover your background, could you  
10 just briefly describe your educational background?

11 A. Certainly. I have an undergraduate degree in  
12 business administration from Arizona State University  
13 and an MBA, as well, from ASU.

14 Q. Do you hold any certifications or licenses?

15 A. I am a certified association executive, which is  
16 authorized by the American Society of Association  
17 Executives.

18 Q. Okay. And what does that certification  
19 designate?

20 A. It means I've taken ongoing training and  
21 experiential reading to be classified as a certified  
22 association executive, someone who has expertise in  
23 running associations.

24 Q. And by "association," do you mean non --  
25 nonprofit (indiscernible) --

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1 A. Not for profit. In this case, trade  
2 associations.

3 Q. Okay. So -- so both of those or -- or just  
4 trade associations?

5 A. They're -- they're one and the same.

6 Q. Okay.

7 A. Trade associations typically are incorporated as  
8 501(c)(6)s; so they'd be not for profit.

9 Q. And what areas did you study to obtain that  
10 certification?

11 A. There's an initial certification that requires  
12 an exam. And you go through and study about "not for  
13 profits" organization meeting planning. There's some  
14 communications information. It's really how to manage  
15 and operate a "not for profit" entity run by a board of  
16 directors.

17 MR. ECKERT: There's one other -- I'm going to  
18 use the word "admonition" that I want to inject at this  
19 time, because we lawyers can oftentimes ask very  
20 convoluted questions. If you don't understand a  
21 question that one of us poses, please stop us and let us  
22 rephrase it. We don't want you answering questions that  
23 you don't understand.

24 MS. BITTER SMITH: Understood. Thank you.

25



1 BY MR. ROYSDEN:

2 Q. Now, you were elected to the Corporation in  
3 2012; is that correct?

4 A. Correct.

5 Q. And you've served as a Commissioner since  
6 January of '13, when you were sworn in?

7 A. Correct.

8 Q. And you are currently the Chair of the  
9 Commission?

10 A. Correct.

11 Q. Okay. You are also currently the executive  
12 director of the Southwest Cable Communications  
13 Association?

14 A. Yes.

15 Q. And you've held that position since 1980?

16 A. Right. 35 years.

17 Q. Okay. Now, the association has had other names  
18 in the past; is that correct?

19 A. Correct. Yes.

20 Q. Just -- just for the record, let me just quickly  
21 cover a couple. So prior to 2013, it was known as the  
22 Arizona New Mexico Cable Communications Association?

23 A. Correct.

24 Q. And then prior to 2006, it was known as the  
25 Arizona Cable Telecommunications Association?

1 A. Correct.

2 Q. Okay. And then prior to 1995 it was known as  
3 the Arizona Cable Television Association, Inc.?

4 A. Correct.

5 Q. And then I believe before you were involved, but  
6 prior to 1974, it was known as the Arizona Community  
7 Television Association, Inc.?

8 A. Right.

9 Q. Okay. So if I refer to it as -- do you call it  
10 SWCCA (pronounced SWIK-KA)? Or what do you -- how do  
11 you refer to it colloquially?

12 A. The cable association.

13 Q. Okay. The cable -- okay. I'll try to remember  
14 that. In -- in my notes I have SWCCA, so if I use  
15 that --

16 A. I've never heard it called that.

17 Q. Okay.

18 A. But I -- but we should try that. It's a  
19 mouthful.

20 Q. Okay. Now, you -- the cable association is an  
21 Arizona nonprofit corporation?

22 A. Right.

23 Q. And it's also a nonprofit -- strike that.

24 It's also been granted nonprofit status by the  
25 IRS; correct?

1 A. Correct.

2 Q. Okay. Just generally -- I'm going to get into  
3 this in more detail later, but from a high level, kind  
4 of 50,000-foot view, what is your role at the cable  
5 association?

6 A. I'm a chief executive officer. Our staff is  
7 myself and a part-time admin; so that's not a large  
8 staff. And I run all the operations of the association.

9 Q. Now, you are also the vice president of  
10 Technical Solutions?

11 A. Correct.

12 Q. And you've been vice president since 1988?

13 A. That sounds right. '87, '88. I'd have to --  
14 have to think about that, but close.

15 Q. Okay. And your husband is the president?

16 A. Correct.

17 Q. Could you just, again, give us kind of the  
18 50,000-foot view of what -- of what Technical Solutions  
19 is?

20 A. We are a public affairs firm. We do primarily  
21 zoning entitlement work for local developers here in the  
22 Maricopa County area. In other words, we do grassroots  
23 coordination on zoning cases.

24 Q. Okay. Now, is Technical Solutions -- is that an  
25 incorporated or unincorporated?

1 A. It's a sole proprietorship.

2 Q. Okay. Since 2012, have you had any other paid  
3 work besides serving as a Corporation Commission,  
4 executive director of the cable association, and vice  
5 president of Technical Solutions?

6 A. No.

7 Q. Okay. Now, under state law, you are the  
8 designated lobbyist for both the cable association and  
9 Technical Solutions; is that correct?

10 A. Correct.

11 Q. And you've been the designated lobbyist for over  
12 ten years, more than ten years?

13 A. A long time, yes.

14 Q. So is it fair to say that you are familiar with  
15 the process of filing lobbyist forms with the Secretary  
16 of State?

17 A. Generally, I think I am familiar with it, yes.

18 Q. Have you attended any of the classes they  
19 periodically put on?

20 A. I have not been to a lobbying class for a long  
21 time --

22 Q. Okay.

23 A. -- that I'm -- that I'm remembering. There may  
24 have been one early on, but --

25 Q. Okay.

1 A. -- nothing recently.

2 Q. Are you familiar with the lobbyist manual of the  
3 Secretary of State?

4 A. Yes, that I am.

5 Q. And do you consult that periodically as you're  
6 preparing the -- the filings for them?

7 A. I -- for the reports, yes.

8 Q. Okay. So I just kind of want to talk to you a  
9 little bit about some background terminology just so  
10 we're all on the same page. So this is not intended to  
11 be a pop quiz. It's more --

12 A. Okay.

13 Q. -- so just so I'm clear, what -- when -- the  
14 term "telecommunications," what is your understanding of  
15 that term?

16 A. Well, that's an interesting question because  
17 telecommunications has many different definitions.

18 Q. Okay.

19 A. And it's not defined in state law determinately,  
20 and it's not defined federally determinately. It's sort  
21 of a broad brush consumer definition that people use  
22 intermittently with many different technologies.

23 Q. Okay. So would it include transmitting cable  
24 TV, is that considered part of telecommunications?

25 A. I think it depends who you ask.

1 Q. Okay.

2 A. It could. I prefer to use the individual  
3 descriptions for technology: cable TV; telephony;  
4 broadband delivery; or Internet service provision, ISP,  
5 because telecom is sort of this generic amorphous term.

6 Q. Okay. That's fair. I'll try to craft my  
7 questions. And it's fair to say that you've been active  
8 in the cable TV telephony and broadband spaces for more  
9 than 25 years or approximately 25 years?

10 A. Well, I've never done any work on telephony.

11 Q. Okay.

12 A. I have been active in working on cable TV  
13 systems and cable TV providers, and certainly Internet  
14 providers. And Technical Solutions did zoning work for  
15 wireless cell phone carriers, but they are not landline  
16 carriers.

17 Q. Okay. Now, when you say "telephony," just so I  
18 can be clear, do you distinguish from telephony and  
19 voice over Internet protocol or --

20 A. I do, yes.

21 Q. Okay. So what -- what is your understanding  
22 and -- and again, this isn't meant to be any sort of  
23 quiz or anything, but -- but when you talk about VoIP,  
24 like what's kind of your understanding of what that term  
25 refers to?

1 A. VoIP is a service that is not regulated by the  
2 Corporation Commission, doesn't require a certificate of  
3 convenience and necessity. And it's a service provided  
4 by some companies that does do -- do voice over, but  
5 it's coming through a different set of signals.

6 Q. Okay. So just so I heard you correctly, you're  
7 saying VoIP is not regulated by the Commission or is  
8 reg- --

9 A. That's -- it is not.

10 Q. Okay. So then let me -- excuse me one second.  
11 Okay. So I have -- and maybe it's helpful to get these  
12 out. I have some documents I just got off the  
13 Commission's public docket. I -- I only have four  
14 copies, and one of them's for myself. So what I'm going  
15 to do just so the record is clear, is I brought a little  
16 stamp that says "exhibit."

17 A. Okay.

18 Q. I'm just going to stamp it, and I'm going to put  
19 the number 1 on it. And I have a copy for your counsel  
20 too. What I'll ask is if, at the end, you can give that  
21 copy back to the investigator and that -- we'll keep  
22 that, and then your counsel can keep the other copy I'm  
23 giving you.

24 A. Okay.

25 Q. Okay. So I'm going to give you three documents.

1 That's two.

2 MS. BITTER SMITH: Do you want to see these?

3 MALE SPEAKER: I'm okay. I'm okay.

4 MR. ROYSDEN: Yeah. I apologize that I --

5 MALE SPEAKER: Yeah. Nope, it's okay. I'm --  
6 I'm good.

7 MR. ECKERT: That's an extra copy. That was  
8 Rick's copy.

9 MS. BITTER SMITH: Oh, sorry. Oh, okay.

10 MR. ECKERT: That's three.

11 MS. BITTER SMITH: This is three.

12 MR. ECKERT: Yeah.

13 MR. ROYSDEN: Okay.

14 MR. NOVAK: (Indiscernible) extra copy.

15 MR. ROYSDEN: Oh, did I -- I'm sorry.

16 MS. BITTER SMITH: Okay.

17 MR. ROYSDEN: Sorry about that.

18 MALE SPEAKER: That's okay.

19 MR. ROYSDEN: Okay. So if you could look at the  
20 document marked 1 -- well, I'm sorry, once you guys --

21 MALE SPEAKER: It's okay. Go right ahead.

22 BY MR. ROYSDEN:

23 Q. All right. Okay. Now, I'll represent to you  
24 this is something I printed off the Corporation  
25 Commission web site today. It -- off the docket for Cox



1 Arizona Telecom.

2 A. Um-hmm.

3 Q. And this is an application for a CC&N, which I  
4 understand to mean a certificate of convenience and --  
5 convenience and necessity --

6 A. Right.

7 Q. -- for Cox Arizona Telecom. So I guess my  
8 question is why would Cox Arizona Telecom need a  
9 certificate of convenience and necessity from the  
10 Commission?

11 A. Because they are not a VoIP provider. They're  
12 actually doing switched telephone service.

13 Q. Okay. So -- so am I correct then, to understand  
14 that the affiliates of cable companies which do switched  
15 telephone services do require a CC&N from the  
16 Commission?

17 A. That's correct.

18 Q. And just can you explain what switched means in  
19 kind of layman's terms?

20 A. I will do my best.

21 Q. Okay.

22 A. Now, I need to qualify I'm not an engineer.

23 Q. Okay.

24 A. But essentially it means there is an  
25 interexchange connection with an existing provider like

1 a Qwest or a CenturyLink or some other provider.

2 Q. Right.

3 A. And so they're -- they're working their way  
4 through two networks.

5 Q. So if I'm a VoIP customer and I want to call  
6 somebody who is on a landline and who -- who is not part  
7 of my network, at some point the call has to be switched  
8 off of the -- the VoIP network and onto the  
9 old-fashioned telephone network; is that your  
10 understanding?

11 A. Only on the receiving end.

12 Q. Okay. But because of that, that's why the  
13 commission has jurisdiction over those companies that  
14 provide the switching?

15 A. Correct.

16 Q. Okay.

17 A. And that's a very layman's explanation. I want  
18 you to understand that.

19 Q. I will not hold you to --

20 A. Okay.

21 Q. -- any sort of technical precision.

22 Are you aware of any company that provides VoIP  
23 and the ability to call people who are not on VoIP that  
24 is not subject to regulation by the Commission?

25 A. Yes. There are cable companies that have VoIP

1 service.

2 Q. Okay.

3 A. But they're not being switched through another  
4 network. In other words, they can reach another  
5 exchange carrier.

6 Q. So would Cable ONE be an example?

7 A. Yes.

8 Q. Would Orbitel Communications be an example?

9 A. Yes.

10 Q. Okay.

11 A. And they do not hold CC&Ns, as you know.

12 Q. In addition to Cox docket -- a document that I  
13 marked Exhibit 2 is for a company called Comcast Phone  
14 of Arizona.

15 A. Um-hmm.

16 Q. Are -- are you familiar with that entity?

17 A. Yes.

18 Q. Okay. And is your understanding that the reason  
19 that they applied for a CC&N is similarly because they  
20 provide switching service?

21 A. Correct. And that they're also -- as you can  
22 see, they're in some long distance resale and some other  
23 services too.

24 Q. Okay. And then just to have the record be  
25 complete, the third document, Exhibit 3, is Mercury

1 Voice and Data LLC's application for a CC&N. And is it  
2 your understanding that they provide switching as well?

3 A. That's my understanding, yes.

4 Q. Are you aware that certain cable companies,  
5 using Cox as an example, market their services in what  
6 they call a bundle, which is that a residential consumer  
7 can purchase cable television, Internet, and voice phone  
8 service as one package?

9 A. I'm a consumer like other consumers, so yes,  
10 I've seen the -- the bundle offers, just like  
11 CenturyLink does -- had -- did for a long time with  
12 DIRECTV.

13 Q. Okay. Have you ever seen an example where a  
14 cable company that offers VoIP never offers it as a  
15 bundle, but -- but only markets it solely as -- as  
16 telephone service?

17 A. You know, I'm not sure I can answer that.  
18 I'm -- I'm not familiar with what their marketing  
19 mechanisms might be.

20 Q. Okay. That's fair. I want to switch gears and  
21 talk about Southwest Cable Communications in a little  
22 more detail, so --

23 A. Okay.

24 Q. -- let me grab some documents.

25 MR. ECKERT: May I have those exhibits?

1 MS. BITTER SMITH: Oh, certainly.

2 MR. ECKERT: I'll keep track of them for --

3 BY MR. ROYSDEN:

4 Q. Okay. This --

5 MR. ECKERT: I'll keep track of them right here.

6 MR. ROYSDEN: I'm going to mark -- why don't we  
7 just do 4 and 5. (Indiscernible.) Sorry about that.

8 BY MR. ROYSDEN:

9 Q. That's 4. Here's 5.

10 A. Okay.

11 Q. Actually, you know what, while -- I'm also going  
12 to mark 6 while I'm at this so we don't have to --  
13 (indiscernible).

14 Okay. So have you had a chance to -- you and  
15 your counsel to look at it?

16 A. Sure.

17 Q. We'll start with 4.

18 A. Okay. I'll let you look at these.

19 Q. So Document 4 is something I downloaded from the  
20 Southwest -- from the cable association's web site, and  
21 do you recognize that document?

22 A. I do.

23 Q. And what -- what is that document?

24 A. It's a list of the board of directors of the  
25 cable association.

1 Q. Are there -- how does one become a member of the  
2 cable association?

3 A. The company signs up, agrees to prescribe by the  
4 bylaw rules and pay dues, and they become a member.

5 Q. Are there any companies that are members of the  
6 cable association that don't have one or more employees  
7 or representatives on the board of directors of the  
8 cable association?

9 A. There is one. Time Warner Cable does not have  
10 someone on the board of directors.

11 Q. Okay. Other than Time Warner Cable, are the  
12 companies listed on this page a complete list of the  
13 cable companies that are currently members of that cable  
14 association?

15 A. Yes.

16 Q. Since 2012, are there any other cable companies  
17 that have been members that are not currently listed on  
18 the board of directors?

19 A. The -- just to make sure that I'm correct --  
20 from an -- an active member standpoint, no. We do have  
21 a number of associate members who are vendors/suppliers  
22 that you would not see on this list, but --

23 Q. And just so I'm clear, an associate -- a cable  
24 company would not be an associate member?

25 A. No. They would be an active member.

1 Q. Okay. If you could look at Exhibit 5, that's a  
2 document that your counsel previously provided to us?

3 A. Correct.

4 Q. Do you recognize that document?

5 A. I do.

6 Q. And what is that?

7 A. These are the first couple pages of the bylaws  
8 of the cable association.

9 Q. Okay. And what -- what are the remaining pages?  
10 What do they cover generally?

11 A. They cover elections of the board of directors.  
12 They cover -- one establishes a quorum, they cover the  
13 committees of the association board, and they cover the  
14 requirement to have meetings on a quarterly basis and an  
15 annual meeting.

16 Q. Okay. And then if you could just take a quick  
17 look at Exhibit 6. That's something I printed off  
18 this -- the cable association web site. It's two  
19 documents.

20 A. Right.

21 Q. It's a web page and then an attachment. Do you  
22 recognize those documents?

23 A. This is the membership page from our web site.  
24 At least it appears to be. I haven't read every single  
25 word, but it looks like it -- I -- it is. And a

1 membership application.

2 Q. So to become a member of the cable association,  
3 does a company have to formally apply by filling out  
4 the -- the application?

5 A. Yes, they do.

6 Q. And then does the existing members vote or how  
7 do you become a member?

8 A. They do, actually.

9 Q. Okay.

10 A. They must vote to accept on this amendment.

11 Q. Okay. Now, what's the approximate annual budget  
12 of the cable association?

13 A. It's about \$325,000 to \$350,000 annually.

14 Q. And has that been pretty consistent going back  
15 to -- five years?

16 A. Very -- very static, yes.

17 Q. Okay. And you are paid to serve as the  
18 executive director?

19 A. I am.

20 Q. And approximately how much are you paid a year  
21 to serve as an executive --

22 A. It's about \$150,000.

23 Q. Okay. And that's been pretty consistent the  
24 last five years?

25 A. Very static, actually.



1 Q. So is it fair to say that -- that your salary is  
2 about 40 percent of the revenue of the entity?

3 A. Generally, yes.

4 Q. Okay. Which is consistent with the fact that  
5 there's only two employees?

6 A. Correct.

7 Q. So about how many hours a week -- I don't know  
8 how to ask this question. Could you kind of give me a  
9 typical day, week, month, of your role as executive  
10 director? And then maybe we can go from there.

11 A. Sure. I generally work about 40 hours a week on  
12 cable business and 40 hours a week on my -- my other  
13 jobs, as well. And sometimes more than that. My -- my  
14 members expect 24/7 response from me on questions and  
15 inquiries. And a lot of my activities are weekend  
16 activities, evening activities, so it -- it's -- it's a  
17 busy operation.

18 Q. Okay. So maybe just unpack that. Are you  
19 working with governments at the local level when you --  
20 in -- as your role as executive director?

21 A. I am. What the association does a lot of is a  
22 resource base, answering questions, directing cable  
23 operators to pieces of research or ordinances that need  
24 to have access to. And we do a lot of educational  
25 training sessions for cable TV engineers and -- and

1 operators. We do a number of meeting throughout the  
2 year.

3 Q. Do you facilitate meetings between cable  
4 companies and local elected officials or -- or their  
5 staff?

6 A. Sometimes. We've not done a lot of that lately.  
7 But in the early years of the association, we did that.  
8 But sometimes I would -- would set up a meeting or at  
9 least provide them contact information to have a  
10 meeting.

11 Q. Do you do anything with respect to county  
12 government with -- in the -- as -- in your role as  
13 executive director of the association?

14 A. Similarly as I would with a municipal official.  
15 If they're -- because cable companies are licensed to  
16 operate by other cities or counties, as I'm sure you --  
17 you know. I might set up a -- a meeting or give them  
18 contact information to talk to someone at the county  
19 about their cable -- their cable license.

20 Q. Okay. What about state government? What's your  
21 role, if any, with respect to the State of Arizona in  
22 particular?

23 A. Very minimal, because there's very little  
24 activity -- there's obviously no state regulation of  
25 cable television. The legislature has very little

1 impact on the cable industry anymore. What I do do is I  
2 do do a legislative luncheon for the association, to  
3 which we invite legislators on the capital mall down the  
4 street, and all the members from the association come to  
5 that event.

6 Q. When the legislature is in session, do you track  
7 bills?

8 A. I do look at bills, yes, absolutely.

9 Q. Do you provide the members or the  
10 (indiscernible)?

11 A. I will provide them updates, yes.

12 Q. Okay. And is that a weekly basis or monthly  
13 basis?

14 A. Typically a weekly basis during the session. It  
15 depends on the level of -- of activity. As you probably  
16 all know, sometimes there are weeks where very little  
17 happens, but usually weekly.

18 Q. That makes sense. And in your role as executive  
19 director of the cable association, do you provide any  
20 services related to interfacing with the federal  
21 government?

22 A. I -- I will periodically set up meetings with  
23 members of the Federal Communications Commission for  
24 members of the association or provide them access to  
25 telephone numbers to do the same.

1 Q. Okay. Do you provide -- I know I asked you  
2 about legislative reports. Do you provide reports for  
3 other levels of government to your members?

4 A. No.

5 Q. Okay.

6 A. I -- I would -- there would be no reason to do  
7 that.

8 Q. Do you have any -- do you do any congressional  
9 bill tracking or --

10 A. Typically, no. That comes from the national  
11 cable TV association. That's where my members typically  
12 get their federal legislative tracking from.

13 Q. How are the -- and I'm -- how are the dues of  
14 each member calculated for the association?

15 A. We have a fairly complicated dues formula that's  
16 predicated upon subscriber count.

17 Q. Okay.

18 A. And it's in a declining scale. So as the  
19 systems get larger, the per dues amount becomes less.  
20 So these aren't the exact figures, but if you were a  
21 cable company that had 300 customers, you might pay a  
22 penny a month. But if you had 3,000 customers, you may  
23 pay a quarter a cent a month times your -- your numbers  
24 to calculate dues.

25 Q. So just in a ballpark, about how much is the Cox

1 affiliates that are members paying a month, would you  
2 estimate?

3 A. This would have to be a very guesstimate number.  
4 It's not -- it totally -- I would say somewhere in the  
5 region maybe of 1,200 to 1,500 a month. It may be a  
6 little larger. I'd -- I'd have to go and -- and think  
7 about it. I don't know exactly what their -- what their  
8 dues amount is.

9 Q. Okay. So the thing I'm more interested in, if  
10 you had to estimate what percentage of the total revenue  
11 of Southwest Cable came from Cox --

12 A. Oh, came from Cox?

13 Q. -- what would you -- would you say -- it sounds  
14 like you're saying somewhere in the range of 5 percent  
15 of the revenue?

16 A. Oh, no, it's -- it's more than that. But -- but  
17 Cox is not -- because I have three states that are  
18 members --

19 Q. Okay.

20 A. -- New Mexico has no Cox systems in it  
21 whatsoever. It's dominated by Comcast.

22 Q. Okay.

23 A. So at the end of the day you have three or four  
24 different companies that have -- you know, are larger  
25 dues payers than others. So Cox is not the only -- the

1 single largest payer. They are balanced by dues by  
2 Comcast and Charter and -- and other companies.

3 Q. Okay. Are Cox, Comcast, and Charter -- Charter,  
4 the three largest use payers?

5 A. I think generally, yes. Cable ONE is also a  
6 significant dues payer, as well, because they have a lot  
7 of small companies in the state of Arizona and  
8 New Mexico, as well.

9 Q. Is there any other significant and recurring  
10 duty that you have as executive director that we haven't  
11 touched on yet?

12 A. Well, I -- I certainly run the finances of the  
13 organization. I have all the office management  
14 responsibilities, all of the asset management  
15 responsibilities. I am -- I'm it. I'm the CEO of -- of  
16 all operational aspects of the association.

17 Q. Now, in terms of -- I think you had mentioned  
18 that you get a lot of questions from the -- the members.  
19 How do you generally communicate with them? By phone,  
20 by email?

21 A. Both by -- by phone and email.

22 Q. Do you have a separate email account as -- for  
23 your role as executive director?

24 A. Absolutely.

25 Q. And is that -- do you -- what Internet

1 service -- or who provides that account? Is it a Gmail  
2 account, I guess, is what kind of what I'm asking?

3 A. Oh, no. It's a web-based account --

4 Q. Okay.

5 A. -- attached to our -- our web site.

6 Q. Okay. In terms of -- you know, I understand  
7 that you have to balance multiple roles. How does your  
8 schedule work in terms of being at the Commission versus  
9 working at home on -- on business -- on Commission  
10 business, I guess, is one question I have.

11 A. Well, I'm in the Commission office very  
12 frequently. I'm a very active Commissioner. I have  
13 never missed an open meeting, a -- a public comment  
14 session, or a staff meeting. I have 100 percent  
15 attendance and very engaged in the Commission  
16 initiatives. So I'm -- I'm busy at the Commission on a  
17 regular basis.

18 A lot of what I do associationwise, again, is  
19 responding to questions and inquiries. And those can  
20 happen at 6 o'clock in the morning or 6 o'clock in the  
21 evening or on Saturday at noon. A lot of that activity  
22 happens in that time period, either by phone or by  
23 email.

24 Q. Now, if it does happen to coincide when you're  
25 at the Commission, do you kind of just try and answer

1 the question as quickly as possible while you're there?

2 How does that work?

3 A. No. Normally I wait until I leave the  
4 Commission office to do that.

5 Q. Okay.

6 A. If, in fact, I have to do a conference call  
7 that's association related, I will leave the Commission  
8 building and go down into the parking lot and get in my  
9 car or go elsewhere or to make those calls.

10 Q. Okay. All right. Let me pull out another  
11 document.

12 And what number are we up to? Is this 7?

13 MALE SPEAKER: 7.

14 MS. BITTER SMITH: 7.

15 MR. ROYSDEN: That's what I thought.

16 MS. BITTER SMITH: Oh, and you want these back,  
17 right?

18 MR. ROYSDEN: No. It --

19 MALE SPEAKER: Yes.

20 MR. ROYSDEN: Oh, yeah, yeah.

21 MS. BITTER SMITH: Oh, the numbered ones. Okay.  
22 Here you go.

23 MALE SPEAKER: I'll give these to Rob.

24 BY MR. ROYSDEN:

25 Q. And these are kind of my last questions about



1 the cable association.

2 A. Sure.

3 Q. So does -- have you guys -- let me know when you  
4 had a chance to --

5 A. Oh.

6 MALE SPEAKER: (Indiscernible.) Okay. I assume  
7 your bio.

8 BY MR. ROYSDEN:

9 Q. Okay. Do you -- do you recognize these pages?

10 A. I do.

11 Q. And what are they?

12 A. They are ads that have been taken out in the  
13 Capitol Times by the lobbyists.

14 Q. Okay. Now, under your area of expertise and I  
15 think it's pretty -- well, let me ask one more question.

16 What -- am I correct that it covers 2012, 2013,  
17 2014, and 2015?

18 A. It -- it appears to do that, yes.

19 Q. Now, under "areas of expertise," it says cable  
20 television, local government, telecommunications,  
21 wireless telephone. So in terms of telecommunications,  
22 what were you intending by -- by --

23 MR. ECKERT: Which one are you referring to?

24 MR. ROYSDEN: I'm re -- thank you. For the  
25 record, I'm referring to the 2012 book of lobbyists.

ARIZONA REPORTING SERVICE, INC. (602) 274-9944  
www.az-reporting.com Phoenix, AZ

1 MALE SPEAKER: Page 1 of the seven.

2 BY MR. ROYSDEN:

3 Q. Page -- page 1.

4 So what -- what were you referring to when you  
5 mentioned telecommunications as your area -- one of your  
6 areas of expertise?

7 A. Internet service provision.

8 Q. Okay. Now, when you say you lobby on behalf of  
9 cable television and telecommunications, what did you  
10 mean in that context by telecommunications?

11 A. As we've discussed earlier, telecom is sort of  
12 this generic word that has many different definitions.  
13 But in this case, to broadly describe Internet service  
14 providers.

15 Q. Okay. Those are all the questions I have on  
16 that document.

17 I -- you know, there may -- others may have  
18 other questions, but I -- I'm going to move on.

19 A. Okay.

20 Q. Let's see what --

21 A. See, they use better pictures than most people.

22 MR. NOVAK: Than most people.

23 BY MR. ROYSDEN:

24 Q. So I want to talk to you a little bit about Cox  
25 in the particular, and I think we've covered -- I'm

1 correct that certain Cox entities are members of the  
2 cable association?

3 A. A Cox entity is a member of the cable  
4 association, Cox Communications LLC.

5 Q. Cox -- okay. So that was -- so let me give you  
6 this. This is something I created based on public  
7 information. So it's my best understanding. You may  
8 have a different understanding, but just so we're kind  
9 of on the same page. Let me give you this, and then we  
10 can talk about -- I knew I was going to lose my pen; so  
11 I brought a couple extra.

12 Okay. I'm marking Exhibit 8.

13 MR. NOVAK: Beau, you asked if Cox was a member  
14 of the association, and I think Susan wasn't quite  
15 specific enough with her answer. She said Cox  
16 Communications. Did you mean Cox Communications of  
17 Arizona LLC?

18 MS. BITTER SMITH: I did. And I -- thank you  
19 for clarifying that.

20 BY MR. ROYSDEN:

21 Q. Yeah. That's what I wanted to --

22 A. (Indiscernible) that, okay.

23 Q. -- I figured it would probably be easier to --

24 A. Yeah.

25 Q. -- to kind of go through this. And I -- I

1 didn't -- I -- I understood your answer to mean Cox  
2 Communications of Arizona LLC; so that's all right.

3 A. Okay. I appreciate that. And thank you for  
4 clarifying that.

5 Q. So just for the record, Exhibit 8 is a table  
6 that I personally made. And I just want to ask you some  
7 questions and see if it's consistent with your  
8 understanding, to the extent you have an understanding.

9 A. And -- and I will share with you, because  
10 they're privately held, I don't know that I can either  
11 validate or not validate your chart.

12 Q. Right. And if you don't know, please just say  
13 and --

14 A. I -- I may have to do that, just so you know.

15 Q. Okay. So just kind of as a first question, you  
16 are familiar that there is an entity called Cox  
17 Communications Arizona LLC?

18 A. Correct.

19 Q. And that entity is a member of the cable  
20 association?

21 A. Correct.

22 Q. Now, you're also aware of another entity called  
23 Cox Arizona Telecom LLC, correct?

24 A. Correct.

25 Q. And that entity is not a member of the

1 association?

2 A. Correct.

3 Q. Okay. Are you familiar with an entity called  
4 Cox Com LLC?

5 A. Yes.

6 Q. Okay. Now, do you know whether Cox Com is the  
7 parent or not of Cox Arizona Telecom LLC?

8 A. I don't. It's been used as the generic  
9 marketing name to -- for Cox services.

10 Q. Cox Com has been used as the generic? Okay.  
11 But you don't know in terms of the entity, the actual  
12 LLC, whether that is the parent or not of the --

13 A. I -- I do not, no.

14 Q. Okay. And is it -- is that true -- is that also  
15 true for Cox Communications Arizona, you don't know  
16 whether Cox Com is its parent or not?

17 A. I do not know, no.

18 Q. Okay.

19 MALE SPEAKER: Can -- may I ask a question?

20 MR. ROYSDEN: Yeah, please.

21 MALE SPEAKER: I -- Ed, I -- I understand you --  
22 you were able to identify a pleading in which Cox  
23 tried --

24 MR. NOVAK: Um-hmm, which we provided to the  
25 Attorney General.

1 MALE SPEAKER: And it was provided to you.

2 MR. ROYSDEN: Okay.

3 MALE SPEAKER: That -- that -- that basically --

4 MR. ROYSDEN: So I have some --

5 MALE SPEAKER: That -- that's according to their  
6 pleading, but that's all we --

7 MR. ROYSDEN: I mean, I have some pleadings.

8 And I'm happy to share them with you guys offline. I  
9 don't think it's a good use of our limited time to --

10 MALE SPEAKER: Yeah. Not necessary. You --  
11 you -- you were asking Susan's personal knowledge of --

12 MR. ROYSDEN: Yeah.

13 MALE SPEAKER: -- gave you her personal  
14 knowledge.

15 MR. ROYSDEN: But -- yeah.

16 MALE SPEAKER: Okay.

17 MR. ROYSDEN: That's -- I did a similar --  
18 similar.

19 MALE SPEAKER: Okay.

20 MR. ROYSDEN: -- similar exercise.

21 MALE SPEAKER: Okay.

22 MR. ROYSDEN: And I created this chart based on  
23 some --

24 MALE SPEAKER: We just tried to (indiscernible)  
25 to this.

1 MR. ROYSDEN: Yeah.

2 MALE SPEAKER: It's a difficult --

3 MALE SPEAKER: You did a good job.

4 MR. ROYSDEN: Yeah, well, tell that to my boss.

5 BY MR. ROYSDEN:

6 Q. So, okay. Sorry. I'm just skipping over. I'm  
7 not going to ask you stuff, since you said --

8 A. Well, let me ask you a quick -- (indiscernible)  
9 you provided him was the -- the Google?

10 MR. NOVAK: We had already talked about it.

11 MS. BITTER SMITH: Oh, got it, okay.

12 BY MR. ROYSDEN:

13 Q. Okay. So I did want to ask one question, I  
14 think. So you -- you said your understanding is that  
15 Cox using a trade name of Cox Com across different  
16 entities?

17 A. As -- as a -- if you look at some of the  
18 advertising for bundles, they usually say call Cox Com  
19 for service.

20 MR. ROYSDEN: So mark -- what are we up to, 9?

21 MALE SPEAKER: 8.

22 MR. ROYSDEN: No. We just did 8.

23 MALE SPEAKER: No, we're at 9.

24 MALE SPEAKER: 8 is the chart.

25 MS. BITTER SMITH: 8, yeah.

1 MR. ROYSDEN: Okay.

2 MS. BITTER SMITH: Yeah. And you want 8 back?

3 MALE SPEAKER: Please.

4 MALE SPEAKER: Okay.

5 MALE SPEAKER: Can I look at it?

6 MALE SPEAKER: Yeah. Sure.

7 MR. ROYSDEN: It's 9, I think.

8 MALE SPEAKER: Thank you.

9 MR. ROYSDEN: Sorry.

10 BY MR. ROYSDEN:

11 Q. Okay. So I'll represent to you this is a  
12 document from one of the dockets related to Cox Arizona  
13 Telecom that I downloaded today. If you turn to page 2  
14 and you see in the upper left corner it says Cox Arizona  
15 Telecom LLC DBA Cox Communications or Cox. And it also  
16 says DBA Cox business service or Cox business. Do you  
17 see that?

18 A. I do.

19 Q. So is it your understanding that you -- it also  
20 uses the DBA Cox Communications, Cox, Cox Business  
21 Services, and Cox Business?

22 A. I -- the document -- the document suggests that.  
23 I'm not directly familiar with that.

24 Q. Okay.

25 A. The docket suggests that.



1 Q. But you're also -- because I -- I -- just to be  
2 completely honest, I've never seen them use Cox Com as a  
3 trade names, but --

4 A. Well, I -- you'll -- you'll see on some of  
5 the -- the advertisements, because it'll catch your  
6 name, they'll use Cox Com as their -- their marketing --

7 Q. Okay.

8 A. -- name in the commercials.

9 Q. Okay. That's good to know.

10 A. But I -- I don't -- I can't attest to how many  
11 commercials. I don't work for them, so I don't know  
12 their -- their total -- total marketing strategy.

13 Q. So I guess one question I have for you is in  
14 terms of the Cox Com entity, do you personally, in your  
15 relations with them, draw a distinction between the Cox  
16 Com entity and the Cox Communication Arizona entity?

17 A. I -- I don't because I only deal with the cable  
18 television operation, and that's the operation that I  
19 know.

20 Q. And -- and your understanding which entity  
21 corresponds to the cable television operation?

22 A. The Cox Communications LLC.

23 Q. Okay.

24 MALE SPEAKER: Of Arizona.

25 MS. BITTER SMITH: Arizona.

1 MALE SPEAKER: Cox -- excuse me.

2 MALE SPEAKER: Arizona.

3 MR. ROYSDEN: I'm sorry.

4 MS. BITTER SMITH: Yeah.

5 MR. ROYSDEN: Yeah. Give her back the table,  
6 because that's what's here.

7 MS. BITTER SMITH: Cox Communications of  
8 Arizona, yeah.

9 MR. ROYSDEN: Use the cheat sheet, trust me,  
10 that's -- that's helpful.

11 MALE SPEAKER: Arizona.

12 MALE SPEAKER: Arizona.

13 MALE SPEAKER: Arizona.

14 MS. BITTER SMITH: That one. Yeah. Cox  
15 Communication LLC.

16 BY MR. ROYSDEN:

17 Q. Okay. Let me kind of just ask you a couple --  
18 are you familiar with a gentleman named Steven Rizley?

19 A. Yes.

20 Q. Was Steven Rizley one of the board -- member --  
21 people who served on the board of directors of the cable  
22 association?

23 A. No. He never served on our board.

24 Q. Okay. Did you ever interact with him in your  
25 role as either the executive director of the cable

1 association or as a lobbyist for Cox?

2 A. He spoke to a couple of our association meetings  
3 as a guest speaker, at an annual meeting.

4 Q. Do you know whether -- whether Mr. Rizley, when  
5 he was at Cox, had responsibility for the VoIP business?

6 A. Well, I don't -- I think you're asking about  
7 VoIP and -- and Cox does not provide VoIP service.

8 Q. Okay.

9 A. Cox is doing the switch to network telephone  
10 service.

11 Q. Okay. Let me -- thanks for pointing that. Cox  
12 also -- but as a customer, what -- what term would you  
13 use when I'm a customer buying phone service from Cox?  
14 Do you just want to call it phone service?

15 A. Oh, no, I mean that --

16 Q. Okay.

17 A. Yeah, it's telephone.

18 Q. Fair enough. So did -- do you know, was -- did  
19 Mr. Rizley have responsibility over Cox provision of  
20 phone service to customers in Arizona?

21 A. I -- I don't know. I can't answer that  
22 question.

23 Q. Okay. Who is John Wolfe at Cox Communications?

24 A. John is the Arizona general manager.

25 Q. And is it your understanding that John took over

1 for Steve when he retired approximately a year ago?

2 A. He did as Cox also reorganized and did some  
3 readjustment.

4 Q. Okay. And so what's your understanding of the  
5 reorganization that took place?

6 A. Well, they -- they have now Nevada operations  
7 that are also part of the association. But Nevada is  
8 part of the Phoenix-based operational structure. And so  
9 they're -- they're looking at those operations, as well.

10 Q. So is it fair to say that John took over Steve's  
11 responsibilities and then similar responsibilities for  
12 Nevada?

13 A. I can't directly tell you that. I don't --  
14 honestly don't know.

15 Q. Okay. Now, Mr. Wolfe is a member of the board  
16 of directors of the cable association?

17 A. Yes. He is on me -- yes, he's on the board.

18 Q. So how often do you interact with him?

19 A. I see him at board meetings, which are three  
20 times a year.

21 Q. Do you happen to communicate with him outside of  
22 the board meetings?

23 A. If he were to call me and ask me, he is a very  
24 busy guy, so I am not -- he's only been here a short  
25 period of time, so I've not spoken to him a lot. But he

1 did attend our most recent work board meeting.

2 Q. And have you ever had any communications with  
3 Mr. Wolfe about the phone service that Cox provides?

4 A. I have not.

5 Q. This is a quick question, are you familiar with  
6 someone named Lisa Lovallo?

7 A. Lisa Lovallo?

8 Q. Lovallo, okay.

9 A. Yes, I am.

10 Q. And is she also a board member of the cable  
11 association?

12 A. She's not now, no.

13 Q. Okay. Was she a board member as of 2013?

14 A. She was, yes.

15 Q. And do you know what her responsibilities are at  
16 Cox?

17 A. She was responsible for running the Tucson  
18 operation.

19 Q. And do you know if that included responsibility  
20 over the phone service that they offer?

21 A. I can't -- I don't know.

22 Q. Okay. Probably -- I'll probably butcher this  
23 name too. Who is Susan Anable?

24 A. Susan Anable?

25 Q. Anable.

1 A. She is the VP of government affairs for Cox in  
2 Arizona.

3 Q. How -- and is she a member of the -- of the  
4 board of the cable association?

5 A. She is a member of the board, yes.

6 Q. Do you happen to communicate with her outside of  
7 board meetings?

8 A. Yes, I do. I -- I don't talk to her frequent,  
9 but I do talk to her outside of board meetings.

10 Q. Probably monthly?

11 A. I -- yeah, I would say monthly or twice a month  
12 perhaps.

13 Q. Is she the decision-maker about whether Cox  
14 continues to participate in the cable association? Is  
15 she kind of your primary contact or --

16 A. I don't know that she's a decision-maker, but  
17 she is my primary contact.

18 Q. Okay. And is she based in Phoenix?

19 A. She's based in Phoenix, yes.

20 Q. And do you know if Ms. Anable has any duties  
21 related to Cox's phone business?

22 A. I don't know. I never talked to her about phone  
23 operations.

24 Q. Okay. Do you know if there -- do you know if  
25 there's someone else at Cox who has responsibilities

1 related to government relations and public affairs for  
2 the phone business?

3 A. I do.

4 Q. Okay.

5 A. Mr. DiNunzio, who is the signatory on this  
6 application.

7 Q. Okay. Perfect. Before we get to him, I want  
8 to -- just want to cover a couple other people, just so  
9 I don't lose my spot. Are you familiar with someone  
10 named Michelle Bolton?

11 A. Yes, I am.

12 Q. Okay. Is she a board member of the cable  
13 association?

14 A. She is not.

15 Q. Do you still have opportunity to communicate  
16 with her?

17 A. I do on a product basis. She works for Susan  
18 Anable in the government affairs (indiscernible).

19 Q. And is she -- is she based in Phoenix as well?

20 A. Yes, she is.

21 Q. Now, do you know if Ms. Bolton has any  
22 responsibility for public affairs related to the phone  
23 business?

24 A. I -- I don't -- I don't know directly.

25 Q. Is it possible that she does?

1 A. I -- I honestly don't know. I've never talked  
2 to her about phone issues.

3 Q. Okay. Let me -- to save time, I'm going to --  
4 I -- I'll represent to you that there's a Cox Com annual  
5 report for 2013 that reflects Ms. Bolton paying for a  
6 lunch for -- or food or beverages for Bob Stump in  
7 August 2013. Do you have any knowledge about that or  
8 not?

9 A. I don't.

10 Q. Okay. Assuming that's true, and I'm making that  
11 representation, does that refresh your recollection or  
12 change your answer as to whether Ms. Bolton has any  
13 duties related to the phone business?

14 A. I -- I have no idea.

15 Q. Do you have any reason why Ms. Bolton -- reason  
16 to know why Ms. Bolton would want to meet with the  
17 Corporation Commissioner?

18 A. They might be friends.

19 Q. Okay. So it's possible that that was just a  
20 social lunch?

21 A. It's quite possible. You'd have to ask  
22 Ms. Bolton or Commissioner Stump.

23 Q. Okay. Fair enough. And just to be clear,  
24 you -- you weren't present (indiscernible)?

25 A. I was not, no.



1 Q. Okay. And --

2 A. You just told me something new. I did not know  
3 they had lunch.

4 Q. Have -- have you ever been present at any  
5 meetings with any other Commissioner or Commission staff  
6 and any employees or representatives of any Cox entity?

7 A. Yes. Mr. DiNunzio has been in with groups of  
8 other telephone providers to talk about generic  
9 telephone rule issues a couple times.

10 Q. And are those one-on-one meetings with  
11 Commissioners?

12 A. They are -- Commissioners and Commission staff,  
13 yes.

14 Q. Okay. Okay. Okay. Just quickly, are you  
15 familiar with someone named Stephanie Healey?

16 A. Yes, I am.

17 Q. And what is her role at Cox, to the best of your  
18 knowledge?

19 A. She is employed in the government affairs  
20 division. I can't tell you her exact title, but she  
21 works with Michelle and Susan Anable.

22 Q. Does she have responsibilities related to  
23 broadband, as far as you know?

24 A. I -- I believe that she does because she  
25 actually was in a meeting at the FCC talking about

1 broadband -- federal funding for broadband deployment.  
2 So I think she deals with an ISP Internet service  
3 provision.

4 Q. Yeah. Let me -- let me mark that just so our  
5 record is clear. What number -- are we up to 10?

6 MALE SPEAKER: We're on number 10.

7 MS. BITTER SMITH: It says that this is 9. Do  
8 you want 9?

9 MR. ROYSDEN: Yeah, that's what I thought.

10 MS. BITTER SMITH: Yeah.

11 MALE SPEAKER: Please. Thank you.

12 MR. ROYSDEN: Okay. I'm going to mark  
13 Exhibit 10.

14 MS. BITTER SMITH: (Indiscernible) this back to  
15 somebody too.

16 BY MR. ROYSDEN:

17 Q. Here's 10.

18 A. Right.

19 Q. There you go. There you go.

20 MALE SPEAKER: Thank you.

21 BY MR. ROYSDEN:

22 Q. And just for the record, is Exhibit 10 the  
23 letter that you wrote reflecting that meeting at the FCC  
24 that you just told us about?

25 A. Yes. This is the required ex parte notice at

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1 the Federal Communications Commission. It has to be  
2 filed if someone has had a conversation with a  
3 Commissioner about an item that's pending in front of  
4 the FCC.

5 Q. And just to be clear, Ms. Healey was also  
6 talking about somebody from Suddenlinks Communication  
7 (sic)?

8 A. Correct.

9 Q. And Suddenlinks, I think we covered this, but  
10 that's also a member of the cable --

11 A. They're a member of the association, correct.

12 Q. Okay. Did you have any communications with  
13 either of those employees prior to that meeting with the  
14 federal communications staff?

15 A. I did because I set up his appointment. I did  
16 not attend.

17 Q. Okay.

18 A. But I made the -- I did the scheduling for this  
19 appointment.

20 Q. Okay. So could you just, from a high level,  
21 what -- what is Connect America?

22 A. Well, Connect America is a broad program, and I  
23 will do my best to describe it, because I -- I have not  
24 done work for them or am overly familiar. But it's a  
25 federal program that provides funding for a variety of

1 different technology programs to -- across the country.

2 Q. And are the -- is one purpose of that to expand  
3 Internet service to rural areas?

4 A. Rural -- it's called a Rural -- Rural Broadband  
5 Experiment, as referenced in the letter.

6 Q. If you expand rural broadband as an impact of  
7 that, would you also expand the ability of those  
8 broadband providers to provide telephone service?

9 A. Not necessarily, no.

10 Q. Okay. So why -- why would it not necessarily  
11 expand that?

12 A. Because Internet service is a standalone  
13 opportunity. It doesn't necessarily mean it would be  
14 telephone service.

15 Q. Okay. But to the extent that the Internet  
16 service provider could provide telephone service, then  
17 expanding broadband would also expand --

18 A. They would need to do additional technology and  
19 provide the appropriate regulatory structure to do that.

20 Q. Okay. Are you aware of a letter that the  
21 Commission sent to the Federal Communications Commission  
22 regarding the Connect America fund?

23 A. The Arizona Corporation Commission?

24 Q. Yes.

25 A. I recall that we did send one, yes. It's --

1 Q. Yeah. Let me mark that just so the record is  
2 clear. And okay. Let me know when you --

3 A. I know. I'm just --

4 Q. Yeah.

5 A. Yes. And this letter deals strictly with  
6 Internet service provision, which is not regulated by  
7 the Arizona Corporation Commission.

8 Q. Okay. So I want to ask you -- but let -- just  
9 to lay some foundation is -- is this the letter that you  
10 were referring to that was sent by the Corporation  
11 Commission Commissioners regarding Connect America?

12 A. Correct.

13 Q. And this letter was sent around October 2014?

14 A. The date on that appears to be the case, yes.

15 Q. Okay. And you -- and you signed this letter as  
16 a Commissioner?

17 A. I did, yes.

18 Q. Who -- I guess from -- just to back up, why did  
19 the -- why did you as a Commissioner want to send a  
20 letter related to Internet service providers if the  
21 Commission doesn't regulate Internet service providers?

22 A. This was an item brought to the Commission by  
23 another Commissioner, and I think it may have been  
24 Commissioner Stump actually --

25 Q. Okay.

1 A. -- that suggested this item, and it simply  
2 reflects the philosophy of the Commission and what  
3 the -- the appropriate role of federal dollars engaged  
4 in Internet service provision.

5 Q. When you saw this letter, did you have any  
6 concerns of a possible conflict of interest, given your  
7 role as executive director of the cable association?

8 A. I did not.

9 Q. Okay. And I'm not saying that there is. I'm  
10 just asking.

11 A. Yeah, I -- yeah.

12 Q. Did you ever -- did -- to your knowledge, did  
13 the Commission ever hear back from the FCC regarding  
14 this letter?

15 A. I never heard back, but I can't tell you whether  
16 the full Commission did. I suspect probably not, but  
17 I -- I can't definitively answer that.

18 Q. Did you ever have any communications regarding  
19 Connect America in your role as a Commissioner with any  
20 outside parties?

21 A. Not to my knowledge, no.

22 Q. Okay.

23 A. Not that I recall.

24 Q. Did you ever have communications outside open  
25 meetings with a particular Commissioner? Like, did you

1 ever have a conversation with Commissioner Stump about  
2 Connect America or this letter prior to the Commission  
3 sending it out?

4 A. Let me think a minute. I'm only entitled to  
5 talk to one other Commissioner. So let me --

6 Q. Yeah. I'm not trying to entrap you into an open  
7 meeting violation?

8 A. Yeah. No, no, no, no, no, no. I'm thinking  
9 whether I did. And I -- I don't remember that I -- that  
10 I did, as a matter of fact.

11 Q. Do you know why Commissioner Stump was  
12 interested in the Connect America?

13 A. I -- I can't answer that. You'd have to -- to  
14 ask him.

15 Q. Is it possible that Internet service providers  
16 or cable companies asked him to send this letter?

17 A. Anything is possible. It -- it could well be,  
18 yeah.

19 Q. Okay. Okay. Just probably -- last  
20 couple people I just want to ask you about at Cox. Are  
21 you familiar with someone named Jennifer Hightower?

22 A. No. I don't know Jennifer Hightower.

23 Q. And if I were to represent to you that she's  
24 basically the head in the Atlanta office of the law and  
25 policy department, that doesn't change your recollection

1 or refresh it?

2 A. No.

3 Q. Okay.

4 A. I do know folks in Atlanta, but she's not a name  
5 I recognize.

6 Q. Who -- who do you generally deal with Atlanta?

7 A. Michael Gruber.

8 Q. Okay. And who is he?

9 A. He is the VP of government affairs --

10 Q. Okay.

11 A. -- for Cox in Atlanta.

12 Q. Does he -- is he Ms. Anable's supervisor, do you  
13 know?

14 A. I don't believe so, no. He's far -- very far up  
15 in the corporate chain.

16 Q. Okay.

17 A. I believe Susan works for John Wolfe.

18 Q. Okay. So I -- I did want to talk to you a  
19 little bit about Mark DiNunzio, and just could you -- I  
20 know I asked you this, just to move things along, he's  
21 the director of Arizona regulatory affairs. We can  
22 actually give -- can you give back Exhibit 9?

23 A. Do you want 10 and 11 back? (Indiscernible.)  
24 Yeah.

25 Q. And that's just so you -- so am I correct that



1 he's the director of Arizona regulatory affairs at Cox?

2 A. Correct.

3 Q. Do you know if he is an employee of a particular  
4 Cox entity?

5 A. I don't know that. I know what his  
6 responsibility is, but I don't know who his employer is.

7 Q. Okay. So what -- just in general terms, what is  
8 his responsibility?

9 A. His responsibility is to work on the telephone  
10 issues at the Commission.

11 Q. Does he have responsibilities other than just  
12 the Arizona Corporation Commission?

13 A. He might. If he does, I don't know about them,  
14 but --

15 Q. Do you ever interact with him in your role as  
16 the executive director of the cable association?

17 A. I do not, no.

18 Q. I apologize if I asked this. Do you know if  
19 he's an employee of Cox Arizona Telecom LLC?

20 A. I don't know the answer to that.

21 Q. Do you know of anyone who is an employee of Cox  
22 Arizona Telecom LLC?

23 A. I don't know which -- I would have no way of  
24 knowing who works for which LLC, but --

25 Q. Have you ever been to Cox's Phoenix office?

1 A. I have, yes.

2 Q. Do you know if Cox Arizona Telecom has a  
3 separate office or is part of the -- the Phoenix office  
4 that you've been to?

5 A. I honestly -- I don't -- I don't know how they  
6 separated in the building.

7 Q. Okay.

8 A. I've visited Susan Anable there so --

9 Q. And you don't know whether Cox Arizona Telecom  
10 has one employee, a hundred employees, a thousand  
11 employees?

12 A. I -- I don't know any of that, no.

13 Q. Do you know how many employees the cable side of  
14 Cox has in Phoenix?

15 A. In their marketing materials, they talk about 3-  
16 to 4,000; so --

17 Q. Okay.

18 A. -- that's a -- it's encomp- -- and that's  
19 including installers and -- and technicians and all the  
20 folks that do the cable TV installations.

21 Q. Would it surprise you if out of those 3- to  
22 4,000 only a hundred were part of the telephone entity?

23 A. I -- I don't know. I have -- I have no idea of  
24 their operations structure; so I couldn't respond  
25 whether that would be a surprise or not.

1 Q. Do you know from working with Cox whether they  
2 have a separate -- whether -- strike that.

3 Do you know from working with Cox whether the  
4 Cox Arizona Telecom has a separate operational structure  
5 from the cable operational structure?

6 A. I know they are a separate legal entity and a  
7 separate LLC, and they obviously have a separate  
8 taxation structure and a separate regulatory structure.

9 Q. Prior to 2012, did you work on telephone issues  
10 for Cox?

11 A. No. Because the cable association is very  
12 specifically on cable TV interests.

13 Q. Is there any documentation other than the  
14 membership agreement with the cable association that --  
15 that specifically limits you from working on telephone  
16 business for Cox? Can I -- can I re-ask that question?

17 A. Yes. Such, as I'm not sure what that might be.

18 Q. Let me strike that.

19 A. But, yeah.

20 Q. Is there any sort of ethical screen that says  
21 you won't work on telephone issues that you're aware of?

22 A. Only my role as a Commissioner, clearly. But if  
23 you're asking if I have a contract, I do not have a  
24 contract with the association. But the bylaws  
25 specifically say the members of the licensed cable

1 television operators.

2 Q. Okay. Is there any e-mail that you're aware of  
3 where either you emailed Cox or somebody at Cox emailed  
4 you saying, hey, I can't work on telephone because I'm a  
5 Commissioner now?

6 A. I wouldn't think there'd be any e-mail  
7 communication. I don't -- I'm --

8 MALE SPEAKER: E-mail on --

9 MS. BITTER SMITH: -- unclear what you're  
10 asking, but --

11 MR. ROMLEY: Prior to running for office, you  
12 did seek some -- maybe talk to Ed about (indiscernible).

13 MS. BITTER SMITH: Oh, that's true.

14 BY MR. ROYSDEN:

15 Q. Well, I'm -- yeah, and I'm not asking about the  
16 content of any privileged communications.

17 A. No. Yeah, no, no, no.

18 MALE SPEAKER: We don't mind. We don't mind.

19 MS. BITTER SMITH: I'm not sure what I --

20 MALE SPEAKER: Let's see what the question is.

21 MS. BITTER SMITH: Okay.

22 BY MR. ROYSDEN:

23 Q. So I'm just -- I guess the question is really  
24 getting at -- and maybe the term ethical screen is -- is  
25 too much of a term of art. But I guess is there any

1 sort of writing that I could see that specifically says  
2 Ms. Bitter Smith will not work on telephone issues  
3 for -- in any of her, you know, interactions with Cox,  
4 you know, either as director of the cable association or  
5 authorized lobbyist?

6 A. I don't think there's anything that exists in  
7 writing. I've never worked on those issues, so there'd  
8 be no reason to change that circumstance.

9 Q. Okay. Have you ever worked on telephone issues  
10 for any of the other members of the cable association?

11 A. I have not, no.

12 Q. Okay. And are you aware of any writings for any  
13 of the other members that say you will not work on  
14 telephone matters?

15 A. No, for the same -- there'd be no reason to.

16 Q. Okay.

17 A. Do you want 9 back or are we still working on 9?

18 Q. I think we're done. That was just so --

19 A. Okay.

20 Q. This might be a good question to -- to -- or a  
21 good point to ask this question, which is -- actually,  
22 you know what, I'm going to hold off.

23 A. Okay.

24 Q. Because I think my colleague will want to ask  
25 you that stuff.

1           The last person -- I keep saying last person --  
2 are you familiar with someone named Michael Bol- --  
3 Bolognini?

4       A.     Bolognini, yes.

5       Q.     Bolognini?

6       A.     Yeah.

7       Q.     And -- and who is he?

8       A.     He is the Nevada manager for the Nevada cable  
9 operations for Cox.

10      Q.     So does he report to John Wolfe?

11      A.     I believe he does, yes.

12      Q.     And he is a member of the cable association  
13 board of directors?

14      A.     Yes, he is.

15      Q.     And as far as you know, Cox Com and Cox  
16 Communications of Arizona filed separate tax returns?

17      A.     Cox -- Cox Telecom --

18      Q.     Okay.

19      A.     -- LLC filed -- filed separate tax returns from  
20 Cox Communication -- or Cox Arizona Communications LLC.

21      Q.     Okay. Do you know whether Cox Com filed  
22 separate returns from either of those entities?

23      A.     No, I don't know.

24      Q.     Okay. I wanted to ask you a couple questions  
25 about Suddenlinks. Let me switch.

1 A. Okay.

2 Q. Just so you know, I'm --

3 A. (Indiscernible) those names, right?

4 Q. I'm almost done, so --

5 A. That's okay.

6 Q. Probably 10 more minutes.

7 So what is -- what is your understanding of  
8 Suddenlink Communications versus Mercury Voice and Data  
9 LLC?

10 A. My understanding is that Mercury Voice and Data  
11 LLC is the phone -- the telecom operations side of --  
12 of -- that operates along with Suddenlink, which is the  
13 cable side. Two separate legal entities.

14 Q. Two separate --

15 A. And Mercury has the CC&N.

16 Q. Okay. And do you have any knowledge about  
17 whether one is a parent of the other or their  
18 affiliates?

19 A. I -- I don't. Suddenlink is the member of my  
20 cable association.

21 Q. Okay. I guess going back -- where would I look  
22 to verify who -- which exact entity is the member? Is  
23 that in the membership application or --

24 A. Well, I think you have the copy of the page of  
25 the web site that shows the name of the company.

1 Q. And can we -- let's grab that, because I think  
2 they use the trade names. I don't think they use the  
3 legal entity names is the problem.

4 A. Yeah.

5 Q. Yeah. And just for the record, so I'm giving  
6 you back Exhibit 4 --

7 A. And I don't know -- right. Let me just look and  
8 see. Yeah, Suddenlink.

9 Q. Okay. So just -- so are -- am -- am I correct  
10 that those are the trade names or -- or are those the  
11 legal --

12 A. Those are the company names.

13 Q. Okay. Because Cox Communications is not -- as  
14 far as I know, that's not the entity that -- so I guess  
15 that's kind of my question.

16 A. I -- and obviously it's been what's -- it's what  
17 people recognize and -- and identify in the community,  
18 but --

19 MALE SPEAKER: So maybe -- maybe you didn't  
20 understand Beau's question. He asked you whether the  
21 entities listed on Exhibit 4 --

22 MR. ROYSDEN: 4.

23 MS. BITTER SMITH: -- are the exact --

24 MALE SPEAKER: -- are the -- are the trade  
25 names --



1 MS. BITTER SMITH: -- full corporate names?

2 MALE SPEAKER: -- or the legal names of those  
3 entities?

4 MS. BITTER SMITH: Oh, okay. You're correct. I  
5 did not understand.

6 I think these are probably the trade names as  
7 opposed to the actual legal entity.

8 BY MR. ROYSDEN:

9 Q. Okay. Are there any records of the cable  
10 association I could look at that would tell me which  
11 legal entity is a member?

12 A. I wonder if our 990 --

13 Q. Okay.

14 A. -- tells you that.

15 Q. I -- yeah, I looked at the 990. I didn't see  
16 it.

17 A. Okay.

18 Q. Other than the 990, do you have anything that --  
19 off the top of your head, that you think might show  
20 that?

21 A. I don't know that I do.

22 Q. Do you -- how do the members pay their dues? Do  
23 they pay it by check generally or --

24 A. Sometimes by check, sometimes by automatic  
25 deposit.

1 Q. Do you keep records of -- of that, that might  
2 show --

3 A. Of course.

4 Q. -- that might show which bank account or which  
5 check?

6 A. Sure.

7 Q. Okay. How -- do you know how -- do your records  
8 go back to 2012, do you think?

9 A. I would imagine they do, yes.

10 Q. Okay. Sorry. I'm going to get on too big a  
11 tangent.

12 Switching gears to Comcast -- well, before we --  
13 actually, I have a couple more questions about  
14 Suddenlink. Who is your primary person you interact  
15 with at Suddenlink?

16 A. At Suddenlink, Mike Zarrilli.

17 Q. Okay. And do you know what his responsibilities  
18 are?

19 A. He's the VP of government affairs for  
20 Suddenlink.

21 Q. Okay. And do you know if he off -- if his  
22 duties relate to the telephone service or not?

23 A. I don't know.

24 Q. Okay. Do you know who his supervisor is?

25 A. It would be the CEO of Suddenlink, and I can't

1 tell you who it is, but --

2 Q. Now, is that the CEO -- is Suddenlink an  
3 Arizona-only company or do they have a --

4 A. No. They -- they operate nationwide.

5 Q. Okay.

6 A. They're based in St. Louis, Missouri.

7 Q. So is -- is the gentleman you just mentioned, is  
8 he based in St. Louis as well?

9 A. Yes.

10 Q. He is?

11 A. Yes.

12 Q. Okay.

13 MR. ECKERT: I'm sorry.

14 MR. ROYSDEN: Yeah.

15 MR. ECKERT: That was Mike Zarrilli --

16 MS. BITTER SMITH: Uh-huh.

17 MR. ECKERT: -- with a "Z"?

18 MS. BITTER SMITH: With a "Z," yes.

19 MR. ECKERT: Okay. But -- but he's also the  
20 president of the cable association, correct?

21 MS. BITTER SMITH: He's the president of the  
22 board, yes, correct.

23 MR. ECKERT: Okay.

24 MR. ROYSDEN: Thank you.

25

1 BY MR. ROYSDEN:

2 Q. For Comcast, who do you primarily interact with  
3 at Comcast?

4 A. Primarily Chris Dunkeson.

5 Q. Okay. Is he a member of the board of the cable  
6 association?

7 A. Yes, he is.

8 Q. Okay. Is -- is anyone else at Comcast that you  
9 regularly --

10 A. John Christopher.

11 Q. Okay. And who is he?

12 A. He's a board member as well.

13 Q. Okay. And do you know what Chris Dunkeson's  
14 responsibilities at Comcast are?

15 A. Running the Comcast operations in New Mexico.

16 Q. And then for John -- what was John's last name?

17 A. He's the -- John Christopher.

18 Q. Christopher.

19 A. He is the government affairs director for  
20 Comcast in New Mexico.

21 Q. New Mexico. So in terms of Comcast operations  
22 in Arizona are -- are any of them represented on the  
23 board of the cable association?

24 A. Not currently, but they could have a seat.

25 The -- if you'll notice here Mark Merritt is a board

1 member from Comcast. He is from Tucson.

2 Q. Okay.

3 A. You can see there.

4 Q. Yeah. Sorry.

5 A. But he has just resigned off the board last  
6 week. He got a different job. So there will be  
7 somebody taking his replace -- his place.

8 Q. Okay. With respect to Cable ONE, do you know  
9 which entity, which Cable ONE entity is represented on  
10 the -- is -- is a member of the cable association?

11 A. Well, all the Cable ONE systems are -- because  
12 the corporate entity belongs.

13 Q. Okay.

14 A. Cable ONE. And so they have their sit -- board  
15 members here from New Mexico as well as Arizona on my  
16 board member list. So there -- you'll see some names  
17 there. They are all from different systems across the  
18 two states.

19 Q. Okay. And then just from a high level Orbitel  
20 Communications, what's the relationship between Orbitel  
21 and the cable association?

22 A. Orbitel is a member of the association.

23 Q. Okay. Besides -- I'm going to say this, so --  
24 strike that.

25 Besides Cox, Suddenlink, Comcast, Cable ONE, and

1 Orbitel, are there any other members of the cable  
2 association that provide VoIP in Arizona that you're  
3 aware of?

4 A. Well, again, some of what you just read aren't  
5 VoIP providers.

6 Q. Okay.

7 A. So the -- the VoIP providers that I'm aware of  
8 are Cable ONE and Orbitel.

9 Q. Okay.

10 A. And potentially, they have -- it's not activated  
11 yet, Baja Broadband.

12 Q. And then for Cox, Suddenlink, and Comcast, you  
13 would call them phone service providers?

14 A. They -- they all have CC&Ns.

15 Q. Okay.

16 A. They're -- they're the phone -- the separate  
17 phone entities, the separate telephone providers.

18 Q. Do you know -- I'm sorry. Did you -- did you  
19 finish your answer? I didn't mean to cut you off.

20 A. I did now. That's all right.

21 Q. For Cable ONE, do you know what system Cable ONE  
22 hooks up to that then provides the switching to the  
23 phone network?

24 A. I -- I don't. It's -- I --

25 Q. Okay. And the same answer for Orbitel, you --

1 A. Yeah. I have -- I'd have no idea.

2 Q. Okay. All right. The -- the last one I wanted  
3 to ask you about was -- well, next to last -- Technical  
4 Solutions.

5 A. Um-hmm.

6 Q. Let me mark a couple exhibits, just so the  
7 record is clear.

8 Okay. What are we up to? Are we up at 12?

9 MALE SPEAKER: 12. We're right up at 12.

10 MR. ROYSDEN: I'm going to mark 12 and 13.

11 MALE SPEAKER: Thank you.

12 MR. ROYSDEN: Here's 13. (Indiscernible.)

13 MS. BITTER SMITH: And that's the  
14 (indiscernible).

15 MALE SPEAKER: (Indiscernible.) Yeah.

16 BY MR. ROYSDEN:

17 Q. Have you guys had a chance to --

18 A. Um-hmm.

19 Q. Okay. Do you recognize Exhibit 12?

20 A. It appears to be our generic background sheet on  
21 the Technical Solutions web site.

22 Q. Now, is that still available on the web site,  
23 or -- or no, as far as you know?

24 A. Actually, some of the Technical Solution web  
25 site has been updated.

1 Q. Okay. And when was it updated?

2 A. About a month ago.

3 Q. Okay. Have you guys saved the old web site?

4 A. Yes, we have.

5 Q. Okay. And then why don't we just talk about  
6 Exhibit 12. In the second full paragraph it says,  
7 "Technical Solutions provides full service government  
8 affairs including direct federal, state, and local  
9 lobbying activities with agencies running from the  
10 Federal Communications Commission to the Arizona  
11 Corporation Commission, to the Arizona legislature and  
12 Arizona municipalities."

13 Is that an accurate statement of what Technical  
14 Solutions currently provides?

15 A. No.

16 Q. When was this obsolete?

17 A. Probably about five or six years ago.

18 Q. Okay. Does Technical Solutions have any current  
19 activities at the Arizona Corporation Commission?

20 A. We've never had any activities at the Arizona  
21 Corporation Commission.

22 Q. Okay. How about at the Federal Communications  
23 Commission?

24 A. We've never had any activities at the FCC other  
25 than what I might have done for the cable association in



1 setting up meetings and appointments.

2 Q. What about the Arizona legislature?

3 A. That we have.

4 Q. Okay. And then what about Arizona  
5 municipalities?

6 A. That we have as well.

7 Q. Okay. If you can go to the last full paragraph,  
8 it says: "Present and past government affairs' clients  
9 include the Arizona Cable Telecommunications  
10 Association, Americans For Affordable Electricity --

11 A. Um-hmm.

12 Q. -- "AT&T Wireless, Alltel" -- and then I'm going  
13 to skip down a couple lines -- "Southern Union Gas  
14 Company."

15 A. Um-hmm.

16 Q. And then it also lists other -- other entities.  
17 But I just wanted to touch on a couple of these.

18 The Arizona Cable Telecommunications  
19 Association, that's the -- one of the old names for  
20 the --

21 A. Correct.

22 Q. -- the cable association?

23 A. Right.

24 Q. So what government affairs services has  
25 Technical Solutions provided, you know, in the last five

1 years for the cable association?

2 A. None.

3 Q. None, okay.

4 A. Other than -- I mean, I work for them, but --

5 Q. Right. But, well, I guess maybe that's a good  
6 question -- do you have an employment contract with  
7 Technical Solutions or --

8 A. It's a sole proprietorship.

9 Q. Okay.

10 A. So they -- the company is myself and my husband.

11 Q. Okay. And do you guys just -- basically  
12 whatever revenue comes in is -- is community property  
13 after expenses?

14 A. Precisely.

15 Q. Okay.

16 A. And -- and oftentimes we will use that staff to  
17 help supplement the cable association when we have big  
18 meetings, big conventions.

19 Q. Okay. One of the other companies listed is AT&T  
20 wireless. What did Technical Solutions do with respect  
21 to AT&T Wireless?

22 A. We did cell -- cell tower siting land use  
23 issues. We've done a -- we did a fair amount of work  
24 over about a 10-year period for doing siting cell phone  
25 locations.

1 Q. And what was that 10-year period?

2 A. In the '80s, early '90s, yeah.

3 Q. Okay. And then what did Technical Solutions do  
4 for Alltel?

5 A. Same thing.

6 Q. And was that also in the '80s or the '90s?

7 A. Exactly, yeah.

8 Q. Okay. Southern Union Gas Company, what -- what  
9 did you guys do for them?

10 A. We worked on siting issues for pipeline  
11 easements, land use issues as well.

12 Q. And what time period was that?

13 A. That goes back a ways.

14 Q. Before 2000?

15 A. Yes. Before 2000. But I -- I don't -- can't  
16 tell you the exact year.

17 Q. Are AT&T Wireless, Alltel, or Southern Union Gas  
18 Company, are any of those current clients of Technical  
19 Solutions?

20 A. No. In fact, those companies don't exist  
21 anymore, so --

22 Q. Okay. Are any of their successors current  
23 clients?

24 A. No, they're not.

25 Q. Okay.

1 MALE SPEAKER: The -- Southern Union doesn't  
2 exist either? You were talking about Alltel and --

3 MS. BITTER SMITH: All -- wire -- yeah, the  
4 wireless companies, yeah.

5 MALE SPEAKER: Okay. So but your answer made it  
6 sound like you were saying --

7 MS. BITTER SMITH: Oh, I -- yeah, that's true.

8 MALE SPEAKER: -- Southern Union didn't exist  
9 anymore --

10 MS. BITTER SMITH: No.

11 MALE SPEAKER: -- which I think is incorrect.

12 MS. BITTER SMITH: No. That is incorrect. But  
13 no, we don't do -- we've not done any work for them for  
14 a long time.

15 BY MR. ROYSDEN:

16 Q. But I'm clear in understanding you to say none  
17 of those entities or any successors they might have are  
18 currently clients?

19 A. Very clear, yes.

20 Q. And none of them have been clients --

21 A. For a long period of time.

22 Q. Okay.

23 A. Yes.

24 Thank you for clarifying that.

25 Q. Okay. If you could -- if you could look at

1 Exhibit 13, what is that document?

2 A. That is a secondary page on our web site, talks  
3 about what I just described to you, the real estate  
4 component for cell phone siting locations.

5 Q. Okay. And just to speed things along, the  
6 second full paragraph lists several clients.

7 A. Um-hmm.

8 Q. Was your work for those clients similar to the  
9 work you described for AT&T Wireless and Alltel?

10 A. Yes.

11 Q. Okay. And -- and I understand also lists the  
12 cable telecommunications associations, and your answer  
13 is consistent?

14 A. Correct.

15 Q. Okay. One last thing. What is the Arizona  
16 Competitive Telecommunications association?

17 A. It's an entity that doesn't exist anymore.

18 Q. Okay.

19 A. It has not been around for about five or six  
20 years, and it was a -- another association of -- of  
21 folks that were not ILEC, but a CLEC's kind of  
22 provide -- they were cellular phone companies and people  
23 that were not part of the Qwest network that were  
24 dealing with government affairs challenges of the  
25 legislature.

1 Q. Okay. Do you know if you still have the  
2 original principal public body registrations for  
3 Technical Solutions or the cable association that show  
4 which agencies you, as a designated lobbyist, is  
5 authorized to lobby? If I told you they come from '95  
6 and 2001 --

7 A. The originals, I --

8 Q. The ones from '95 and 2001.

9 A. I don't know.

10 Q. Okay.

11 A. I don't know.

12 Q. I know I asked you about specific ethical  
13 screens of specific companies. Are there any other --  
14 let me strike that.

15 I know I asked you about documentation about  
16 potential conflicts --

17 A. Um-hmm.

18 Q. -- and whether that exists with certain --  
19 specific companies. Is there any other e-mails or other  
20 documents that are relevant to -- to whether you were  
21 officially screened off of working on telephone issues  
22 for any of the companies that you have a relationship  
23 with?

24 A. No. I --

25 MALE SPEAKER: You did a voluntary disclosure --

1 MS. BITTER SMITH: Yes.

2 MALE SPEAKER: -- when you took your full seat  
3 on the Commission, so --

4 MS. BITTER SMITH: Oh, that's true.

5 MALE SPEAKER: (Indiscernible) we -- we -- yeah,  
6 go ahead.

7 MS. BITTER SMITH: That's true. Thank you.

8 MALE SPEAKER: Go ahead. It's important.

9 MR. ROYSDEN: Okay.

10 MS. BITTER SMITH: I think in documents that Ed  
11 provided you there's a copy of the letter that I filed  
12 at the Commission --

13 BY MR. ROYSDEN:

14 Q. Yes. I didn't mark that as an exhibit.

15 A. -- that describes -- yeah, that describes my  
16 work.

17 Q. Okay. Other than --

18 A. So --

19 Q. Other than that document, are you aware -- do  
20 any other documents come to mind?

21 MALE SPEAKER: Did -- did you -- any e-mail with  
22 your counsel prior to running for office? Remember  
23 for -- for the cable association you asked the  
24 question --

25 MS. BITTER SMITH: I did -- yeah, I did chat

1 with him, but not by e-mail.

2 MALE SPEAKER: No e-mails?

3 MS. BITTER SMITH: No e-mail, huh-uh.

4 MALE SPEAKER: Nothing like that?

5 MS. BITTER SMITH: Huh-uh.

6 BY MR. ROYSDEN:

7 Q. And I guess I --

8 MALE SPEAKER: You're familiar with that, I  
9 assume?

10 MR. ROYSDEN: Yeah.

11 MALE SPEAKER: Okay.

12 MR. ROYSDEN: And -- and I guess -- and I  
13 might -- I'll let my colleague ask about that.

14 BY MR. ROYSDEN:

15 Q. But are there any conversations you had with any  
16 particular cable company employees that are relevant  
17 to -- to you being prohibited or -- or screening  
18 yourself from lobbying on any telephone issues for any  
19 cable companies that you work with?

20 A. Well, other than -- than my practice that  
21 certainly Mr. DiNunzio does not come to me to talk to me  
22 about any specific Cox telephone issues.

23 Q. Okay.

24 MR. ROYSDEN: All right. That's pretty much it  
25 for my questions.



1 MALE SPEAKER: Short break?

2 MR. ROYSDEN: Yes. I've ran six minutes over,  
3 so --

4 MS. BITTER SMITH: Okay, okay.

5 MR. ROYSDEN: Sorry about that.

6 MALE SPEAKER: That's pretty good.

7 (Off the record.)

8 MALE SPEAKER: Back on the record.

9 MALE SPEAKER: Yeah. We're back on the record.  
10 Paul?

11 BY MR. WATKINS:

12 Q. With respect to the cable association --

13 A. Um-hmm.

14 Q. -- do you have any membership applications that  
15 the members of the association have completed to become  
16 a member of the association?

17 A. I -- presumably, yes, they should be, right.

18 Q. And then do you also have a -- a database that  
19 you use to communicate with the members that would have  
20 addresses and names of the members of the organization  
21 of the association?

22 A. Yes.

23 Q. Thank you.

24 MR. WATKINS: That's all I've got, Don.

25 MR. CONRAD: Well, so Rob -- Rob Eckert has some

1 questions to ask.

2 MR. ECKERT: Okay.

3 MS. BITTER SMITH: Okay.

4 BY MR. ECKERT:

5 Q. I just want have -- I want to back up just a tad  
6 bit because I want to get just a little further, I  
7 guess, insight, clarification to some questions that  
8 Beau may have asked.

9 So for Technical Solutions, it's identified as a  
10 sole proprietorship, you and your husband. Are there  
11 any other members, employees, contractors that are part  
12 of that?

13 A. We have a number of employees, yes.

14 Q. Okay. And how many would you estimate?

15 A. At the current time we have four full-time  
16 employees and some part-time employees.

17 Q. Okay. And has that been consistent keeping with  
18 his timeline for the past five years?

19 A. It's fluctuated from year to year, depending  
20 upon our workload.

21 Q. Okay. And do they share similar  
22 responsibilities that you and your husband share?

23 A. They do. Some are more administrative,  
24 secretarial, than others, but they all work on the same  
25 projects, yes.

1 Q. Okay. And I know it was previously asked about  
2 your participation as a lobbyist. How long have you  
3 been a lobbyist, a registered lobbyist?

4 A. I've been registered in the state of Arizona for  
5 35 years.

6 Q. Okay. And then going back to your salary, I  
7 believe it was asked what your salary was, and you  
8 responded approximately \$150,000?

9 A. Um-hmm.

10 Q. And then there was some conversation with  
11 respect to the budget, which is approximately \$330,000.  
12 And the -- I -- I guess the revenue for the cable  
13 association all comes from the membership?

14 A. It comes from membership dues. It also comes  
15 from meeting fees that are generated. We have  
16 conventions and technical sessions and all kinds of  
17 opportunities, and there's a registration fee for that.

18 Q. Okay. And is there a way that you can  
19 differentiate or maybe guesstimate how much is -- how  
20 much the revenue is fee based for membership versus  
21 conventions and other outside sources?

22 A. We're -- we're very much a dues-driven  
23 organization. I would approximate 75 percent of the  
24 revenues are -- are dues revenues -- from both -- all  
25 categories of members -- not just active members, but

1 associate members too.

2 Q. Okay. And then I know there was a question with  
3 respect to Suddenlink, Suddenlink being the member for  
4 the association. And I know there was a question as to  
5 how Mercury -- Mercury Voice and Data played a part in  
6 that. Do you know -- and -- and you may have already  
7 produced the answer to this, is Mercury Voice and Data  
8 doing business as Suddenlink or vice versa? Or do you  
9 understand how they're structured?

10 A. I -- I don't know. I think they're relatively  
11 new entries into the marketplace. They just applied for  
12 a CC&N.

13 Q. Okay. And I'm sorry I didn't make copies for  
14 everybody, but I was in a rush.

15 A. Um-hmm.

16 Q. But this is a -- I believe it's a -- a filing,  
17 because I pulled it off the ACC's web site. It is -- in  
18 the upper right-hand corner it says ACC Tariff Number 4;  
19 original title page in the upper left-hand corner, it  
20 says Mercury Voice and Data LLC DBA Suddenlink  
21 Communications. So I'm just going to show it to you.

22 MR. CONRAD: Why don't you just mark that.  
23 Let's be consistent --

24 MS. BITTER SMITH: Okay.

25 MR. ECKERT: Okay.

1 MS. BITTER SMITH: And we can mark it as Number  
2 14.

3 MR. ECKERT: I'll mark it as Number 14. Okay.

4 BY MR. ECKERT:

5 Q. I'll pass this over to you to take a look.

6 A. Um-hmm. Okay.

7 Q. And do you have any knowledge or understanding  
8 of what Mercury does? How familiar are you with it, in  
9 other words?

10 A. Not very familiar, other than I know they hold a  
11 CC&N at the Commission.

12 Q. Okay. But going back to the cable association's  
13 board members, you made reference to Mike Zarrilli being  
14 your contact, but he's also a board member. He's the  
15 president for the cable association?

16 A. Currently, yes.

17 Q. Okay. And I'll take that back from you. Thank  
18 you.

19 Okay. My questions are kind of going to involve  
20 the -- as part of Tom Ryan's complaint, the allegations  
21 that he had with respect to some votes that occurred --

22 A. Um-hmm.

23 Q. -- that you participated in as a member of the  
24 Commission, both as a Commissioner, I believe, in 2013,  
25 and then as the chairman for the Commission in 2015.

1           The first vote that took place -- and there's no  
2 question about the vote actually occurring --  
3 October 17, 2013, for Cox Communications.

4           Are you familiar with that vote?

5       A.     Do you have a copy of the --

6       Q.     Well, I have a copy of the event details. I  
7 actually did not bring a copy of the vote.

8           MR. ECKERT: I don't know if you have one.

9           MALE SPEAKER: Do you want what I have?

10          MR. ECKERT: Yeah. If you have one, that would  
11 be great.

12          MALE SPEAKER: (Indiscernible.)

13          MR. ECKERT: It is. I'll go ahead and mark that  
14 as Exhibit 15.

15 BY MR. ECKERT:

16       Q.     I'm going to hand you what's been marked as  
17 Exhibit 15.

18       A.     Um-hmm.

19       Q.     A copy for Ed.

20            Okay. And you've had a chance to review it?

21       A.     Yes.

22       Q.     Okay. And this is in the matter of the  
23 application of Cox Arizona Telecom LLC tariff filing to  
24 increase maximum rates on various services.

25            And on the signature page, it states by the

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1 order of the Arizona Corporation Commission.

2 Do you see your signature appearing anywhere on  
3 there?

4 A. Yes, I do.

5 Q. Okay. And is that in the bottom right-hand  
6 corner where it says "Commissioner"?

7 A. Right.

8 Q. The second line down?

9 A. Um-hmm.

10 Q. Okay.

11 MR. ECKERT: Do you have the other ones in there  
12 as well?

13 MALE SPEAKER: Yeah, yeah. Do you want the  
14 other copy?

15 MR. ECKERT: Sure.

16 (A whispered conversation ensued.)

17 MR. ECKERT: Let me --

18 MALE SPEAKER: Number 16.

19 MR. ECKERT: Yes. Thank you.

20 BY MR. ECKERT:

21 Q. I'm going to hand you what's been identified as  
22 Exhibit 16. And I'll give a copy to your attorney.

23 MALE SPEAKER: Thank you.

24 MS. BITTER SMITH: Okay.

25

1 BY MR. ECKERT:

2 Q. Okay. And this is in the matter of the  
3 application of Cox Arizona Telecom. It looks like back  
4 on the signature page, page 5, it stated 18th day of  
5 April, 2014. And there is a -- on the second line for  
6 the signatures, it says "Commissioner Bitter Smith  
7 recused herself from this matter." Do you see that?

8 A. I do.

9 Q. Okay. And can you tell me why you recused  
10 yourself from this matter?

11 A. We -- I intended to recuse myself from both  
12 matters. I simply missed the first matter as a new  
13 Commissioner, didn't catch it on the consent agenda.

14 Q. Okay.

15 A. And as you know, I -- I don't believe there's  
16 any legal reason that I needed to recuse myself from  
17 either of these items, but simply from the optics, I  
18 thought it might be good policy to do that. But we did  
19 miss the very first one on the consent agenda.

20 Q. Okay. And why do you think there was no legal  
21 reason for you to recuse yourself at all?

22 A. Clearly because Cox Arizona Telecom is an entity  
23 that I have no relationship with. A separate entity  
24 holds the CC&N. I have no relationship that would  
25 require me to be -- to recuse myself on any votes.

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1 Q. Okay. And you said with the first vote it was  
2 on the consent agenda. And can you kind of tell us the  
3 process of how the consent agenda works?

4 A. Sure. Actually, that's a -- that's a good  
5 question because the Commission agendas are different  
6 and there may be other agendas you're familiar with for  
7 other bodies. Commission agendas have very long consent  
8 agenda items. They are at the very front end of the  
9 agenda, and then we have our regular agenda items that  
10 are usually much more ponderous -- you know, you've  
11 sat -- through the rest of the day. And it's a very  
12 quick vote. Chair calls the meeting to order. It goes  
13 and consent agenda items get a -- have been put together  
14 by the utilities division, and they're always  
15 unanimous -- usually unanimous. And in this case, both  
16 of these were. They're done in about 30 seconds. So I  
17 simply missed it.

18 Q. And when you say the Chair calls the vote, do  
19 they identify the subject that's going to be voted on?

20 A. No. It's the full -- it's a -- it's a vote on  
21 the entire consent agenda, all the items together.

22 Q. Okay. So they're all lumped together?

23 A. Yeah.

24 Q. Okay. So it's not one specific item that's  
25 identified at -- at the time that it's called for a

1 vote. They're all placed together. So you might have  
2 five, six, seven, ten different items that you vote on  
3 all at one -- at one point in time?

4 A. Yes.

5 Q. Okay. And you indicated that you -- it was your  
6 intention to recuse yourself and you missed it. Do you  
7 have individuals that advised you as to whether or not  
8 you should recuse yourself or not recuse yourself for a  
9 particular matter?

10 A. Each Commissioner has a policy advisor --

11 Q. Okay.

12 A. -- that can be utilized for a number of reasons.

13 Q. Okay. And who is your policy advisor?

14 A. Lori Woodall.

15 Q. Okay. Was Lori Woodall your policy advisor back  
16 then too?

17 A. She was.

18 Q. Okay. And did she perhaps miss this as well?

19 A. She must have or I wouldn't have voted on it.

20 Q. Okay. Is there anybody else that would advise  
21 you from a Staff-related standpoint?

22 A. No, typically not.

23 Q. Okay. I know the Commission has its own general  
24 counsel, Janice Alward?

25 A. Correct.

1 Q. Okay. How involved is Janice in the  
2 decision-making process or does she ever get into the  
3 meat and potatoes of what -- what goes up in front of  
4 the Commission, as far as voting or consent items,  
5 agenda items?

6 A. No. The consent agenda is prepared by Staff,  
7 but that comes from the Utilities Division Staff.  
8 Janice serves in a normal general counsel role, advice  
9 on legal questions for items that would be on an agenda.

10 Q. Okay.

11 MR. ECKERT: Okay. 17 now?

12 MR. CONRAD: Yes, 17.

13 BY MR. ECKERT:

14 Q. I'm going to hand you what's been marked as  
15 Exhibit 17.

16 A. (Indiscernible.)

17 MALE SPEAKER: Thank you.

18 BY MR. ECKERT:

19 Q. Okay. Exhibit 17 is in the matter of the  
20 application of Mercury Voice and Data LLC. On page 4 is  
21 the signature page. And do you see your signature  
22 anywhere on the signature page?

23 A. I do, yes.

24 Q. Okay. And is that where it states chairman?

25 A. Correct.

1 Q. Okay. And this item was on the consent agenda  
2 as well?

3 A. Yes, it was.

4 Q. Okay. And this would have been -- with other  
5 items that would have been placed on the consent agenda  
6 for -- lumped together, single vote?

7 A. Correct.

8 Q. Okay. And I believe you had made some  
9 statements previously, maybe if not us, but to the  
10 press, but again, this is one of those situations that,  
11 you know, had you been aware of Mercury, maybe would not  
12 have voted?

13 A. Under the same premise, from the optics, had I  
14 known what Mercury Voice and Data was, I would have  
15 recused myself.

16 Q. Okay. And -- and your policy -- Ms. Woodall?

17 A. Yes.

18 Q. Which she's still currently your policy advisor?

19 A. She is, yes.

20 Q. And would have been during the time during this  
21 vote as well?

22 A. Yes.

23 Q. Okay.

24 MR. ROMLEY: (Indiscernible.)

25 MS. BITTER SMITH: And -- and Rick has reminded

1 me, as -- as I've said earlier, there's no legal  
2 requirement that I would need to recuse myself. But  
3 I -- I probably would have just from the optics of it.

4 BY MR. ECKERT:

5 Q. Okay.

6 MALE SPEAKER: 18.

7 MR. ECKERT: Thank you.

8 BY MR. ECKERT:

9 Q. I'm going to show you what's been marked as  
10 Exhibit 18. If you could please review that.

11 MALE SPEAKER: I made more copies of this one.

12 MALE SPEAKER: You're good. What -- what  
13 happened, the copy --

14 MALE SPEAKER: I ran upstairs and made you a  
15 copy.

16 MS. BITTER SMITH: Yeah.

17 BY MR. ECKERT:

18 Q. Can you -- I -- have you had a chance to review  
19 the document?

20 A. Yes, I have.

21 Q. Okay. Can you tell me what it is?

22 A. It's a copy of the letter that I filed at the  
23 Commission, under what I believe was my obligation to  
24 list my employment.

25 Q. Okay. And this letter lists your employment

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1 outside of your duties as a Commissioner, correct?

2 A. Correct.

3 Q. And what does it list as your employment?

4 A. The executive director of the Arizona New Mexico  
5 Cable Communications Association.

6 Q. Okay. And you filed this why?

7 A. I've always filed a document like this as an  
8 elected official. I believe that there -- it's my role  
9 to do that.

10 Q. Is this to comply with the conflict of interest  
11 statutes?

12 A. No. It's to -- it's to -- it's to comply with  
13 disclosure.

14 Q. Okay. So in complying with the disclosure  
15 statutes or the disclosure aspects, do you feel that  
16 these votes represented a conflict of interest for you?

17 A. No.

18 Q. Okay. And why again?

19 A. Because the members of my cable association are,  
20 in fact, the licensed cable television providers, and  
21 they are regulated by cities and counties under Arizona  
22 state statute. The entities that are regulated by the  
23 Corporation Commission are very clearly labeled, as you  
24 well know, on the commission's web site and they hold  
25 CC&Ns. They are not one and the same entities.

1 Q. Okay. I'm going to switch gears just a tad  
2 bit --

3 A. Okay.

4 Q. -- really fast. And I'm going to talk about the  
5 advertising in the Arizona Capitol Times?

6 A. You want this back? Okay.

7 Q. And I think we had previously covered Exhibit 7,  
8 which would have been the book of lobbyists, the  
9 information that's contained -- or that's housed within  
10 the Arizona Capitol Times, and I believe it covers the  
11 years 2012 through 2015, but I'll -- I'll show it to you  
12 to refresh your memory.

13 A. Okay. All right.

14 Q. With the ads that are placed in there, who  
15 places those ads?

16 A. Well, ultimately, the Capital Times obviously  
17 produces those. But they come from the -- the  
18 association.

19 Q. Okay. So the cable association placed the ad.  
20 Do you review the content of the ad before its placed?

21 A. Usually I do, yes.

22 Q. Okay. And -- I've got a copy somewhere in here.  
23 (Indiscernible.)

24 MALE SPEAKER: I thought there was an exhibit  
25 for this one.

1 MR. ECKERT: That is the exhibit.

2 MALE SPEAKER: Sorry.

3 MS. BITTER SMITH: Oh, okay.

4 BY MR. ECKERT:

5 Q. So I -- I know it covers the areas that -- of  
6 expertise. And under that it says, Cable television,  
7 local government, telecommunications and wireless  
8 telephone, and lobbies on behalf of cable television and  
9 telecommunications. And I know we've talked about  
10 telecommunications being a very broad term.

11 A. Um-hmm.

12 Q. But to the layperson and to those that may have,  
13 you know, no familiarity with what, you know, the  
14 telecommunication industry is specifically or that there  
15 can be a number of definitions that fall under  
16 telecommunications, can you see how one might  
17 misconstrue that when you list telecommunication as an  
18 area of expertise and who lobbies on behalf of, that  
19 they may take that as you provide lobbying work or have  
20 specific knowledge and expertise in telecommunications  
21 landlines, voicelines?

22 A. Well, I do have expertise in  
23 telecommunications --

24 Q. Sure.

25 A. -- and those entities that I am familiar with.



1 I don't know that the average person ever spends a great  
2 deal of time thinking about what telecommunications is  
3 or worries about what that -- what that means. And  
4 different people use different generic terms, much like  
5 you do for sports marketing. That can mean anything.  
6 There's lots of different people that use different  
7 terms to -- to describe those kinds of services. So  
8 I -- my -- you know, my clients are very clear. They're  
9 very list -- you know, they listed you as their  
10 lobbyist; you have to register yourself for your  
11 clients. So I think it's very clear what I worked on  
12 and what I didn't.

13 Q. Okay. But from a layperson's standpoint, they  
14 may not understand that aspect though?

15 A. Well, I have to say the audience for this  
16 publication is not that of a layperson. The audience  
17 for this publication is the people that are involved in  
18 government affairs.

19 Q. Under -- understandably. But from a public  
20 perception standpoint, now that the matter has kind of  
21 been brought to the forefront, I mean, you can kind of  
22 see where there may be some questions that maybe have  
23 arisen?

24 A. I have to say I don't think the public was  
25 spending any time being very concerned about what

1 telecommunications meant --

2 Q. Sure.

3 A. -- or being concerned about my work for the  
4 cable TV association. I do think it's fair to say that  
5 newspaper articles have provided perhaps an assessment  
6 of that that's not accurate, but my work for the cable  
7 TV industry has been very clear and have been  
8 consistent.

9 Q. Okay. As a -- as a Commissioner, have -- and I  
10 think you've already answered this. You've engaged in  
11 no telecommunications work to your knowledge --

12 A. Well --

13 Q. -- for any of your members?

14 A. I've engaged in no telephony, no telephone work.  
15 But obviously I have worked for the cable industry, for  
16 the cable TV providers.

17 Q. Okay. And --

18 A. And that's a very clear distinction, because  
19 telephone, as you know, is in the separate -- separate  
20 entity.

21 Q. Correct. Do you know if this ad has always  
22 appeared the same way over the years or if it's changed  
23 somewhat?

24 A. It's pretty similar over the last, probably,  
25 20 years.

1 Q. Okay.

2 A. The pictures change a little bit as I got older,  
3 but the copy has been pretty consistent.

4 MALE SPEAKER: Rick's got a lot more blond hair  
5 than he used to have. I've noticed that too.

6 MS. BITTER SMITH: Yes.

7 MALE SPEAKER: Don't talk too loud. When we  
8 started this, we were quite dark and some had more --

9 MS. BITTER SMITH: Yeah. I'm not even going to  
10 tell you how bad that picture was. That's -- that's --

11 MALE SPEAKER: -- some had more hair.

12 MS. BITTER SMITH: That's pretty old.

13 MALE SPEAKER: Oh, look at that guy.

14 BY MR. ECKERT:

15 Q. I'm jumping around again.

16 A. Okay.

17 Q. I think it was previously talked about that  
18 maybe prior to running for office as Commissioner, you  
19 had sought some type of advice as to whether or not  
20 there would be a conflict based on your position as the  
21 executive director. And I think you made mention --  
22 well, who did -- who did you get that advice from?

23 A. I spoke with Randy Nelson from Osborn Maledon.

24 Q. Okay. And was that -- did you pay for that  
25 service? Did you retain him for that legal advice? Was

1 he a friend? Did he represent the cable association?

2 A. He's done work for the cable association. I did  
3 not pay him.

4 Q. Okay. I don't know that I'm going to mark this  
5 as an exhibit, unless I'm specifically asked. But this  
6 is the original letter that was provided to this office  
7 on September 25th, 2015, by your attorney, Ed Novak.  
8 And on page 2, where I have it marked, if you can just  
9 read that, please.

10 A. Sure.

11 Q. That paragraph.

12 A. Um-hmm.

13 Q. Okay. And basically it states in there that you  
14 sought informal advice with respect to running for this  
15 position and whether or not it would create a conflict;  
16 is that correct?

17 A. Correct.

18 Q. Okay. And the attorney is the same attorney you  
19 referenced previously, a few minutes ago, from Maledon  
20 Osborn?

21 A. Correct.

22 Q. All right. And to be clear for the record, what  
23 the paragraph states is we told you that Ms. Bitter  
24 Smith was advised, prior to running for election, that  
25 holding office would not be a conflict with her work on

1 behalf of the Southwest Cable Association. The advice  
2 was given on an informal basis and no written record of  
3 it exists.

4 How come you didn't ask for that in writing?

5 A. It didn't occur to me there'd be a need for it.

6 Q. Okay.

7 A. It was pretty clear.

8 Q. Did you ever seek legal advice from anybody else  
9 about whether or not it would be a conflict?

10 A. I did not, no.

11 Q. Okay.

12 A. I guess I should --

13 Q. There was an article written in the --

14 MR. ROYSDEN: Before you guys move on from the  
15 legal advice, can I -- can I ask just a quick  
16 (indiscernible) --

17 MR. ECKERT: Yeah. Please do.

18 MR. ROYSDEN: -- (indiscernible)?

19 MR. ECKERT: Sure. Sure. Before I move on, I'm  
20 going to go back to the legal advice that was given to  
21 you.

22 MS. BITTER SMITH: Um-hmm.

23 BY MR. ECKERT:

24 Q. What was the content of the legal advice that  
25 was given to you? What were you told specifically, if

1 you recall?

2 A. That there was no conflict in my role working  
3 for the cable association and serving as a Commissioner.

4 Q. Okay. Did they happen to -- to provide you with  
5 any specific statutory citations with respect to that,  
6 do you recall?

7 A. No. Simply analysis of how the industry was  
8 structured and the very specific and limited role of the  
9 Commission.

10 Q. Okay.

11 (A whispered conversation ensued.)

12 MR. ECKERT: Yeah, okay.

13 BY MR. ECKERT:

14 Q. So when you approached Randy about this  
15 particular topic, do you recall if -- if -- if he needed  
16 time to research the matter or was he able to just take  
17 the information that he had in front of him and  
18 immediately provide you some feedback?

19 A. No. He needed time to research the matter. I  
20 talked to him, and it was several weeks before he got  
21 back to me.

22 Q. Okay. Okay. All right. I'm going to move on  
23 to a newspaper article that appeared in the Arizona  
24 Republic. I believe they had obtained some quotes or  
25 some statements from you with respect to this article.

ARIZONA REPORTING SERVICE, INC. (602) 274-9944  
www.az-reporting.com Phoenix, AZ

1 The date was August 26, 2015. The -- the title was Top  
2 Arizona Utility Regulator Faces Conflict Complaints.

3 Are you aware of being interviewed for that  
4 story?

5 MR. ROMLEY: You might want to look story.

6 MS. BITTER SMITH: Yeah, because --

7 BY MR. ECKERT:

8 Q. I'll -- I'll pass it over to you.

9 A. -- not all newspaper articles are accurate.

10 Q. And what you'll notice in there is I kind of  
11 highlighted a few areas that it looks like they may have  
12 captured some quotes from you.

13 A. Okay. Okay.

14 Q. Are you familiar with the article?

15 A. I'm familiar with the article, yes.

16 Q. Okay. And -- and did you grant them an  
17 interview?

18 A. I did talk to Mr. Randazzo, yes.

19 Q. Okay.

20 MR. ECKERT: I've got no problem with -- do you  
21 want to mark this or no?

22 MR. CONRAD: Yes.

23 MR. ECKERT: Okay. We'll mark this. 19?

24 MR. CONRAD: It's 19.

25

1 BY MR. ECKERT:

2 Q. And for my purposes, for the number of pages  
3 that I have here, it appears to be three pages in  
4 length. And you've had a chance to review what's been  
5 marked as Exhibit 19?

6 A. Yes.

7 Q. Okay. On page 2, seventh paragraph from the top  
8 states, in quotes, There's no legal reason I would have  
9 to do that.

10 Actually, let me back up. Six paragraphs down.  
11 Let me start there. It says, Bitter Smith said she has  
12 taken, in quote, a few, end quote, votes on companies  
13 that belonged to her trade group, but it was not  
14 immediately known how many times this happened. The --  
15 the Commission just doesn't track votes by individual  
16 Commissioners in a publicly accessible manner.

17 The next paragraph, in quotations to begin,  
18 states, There's no legal reason it would have to -- I  
19 would have to do that, end quote, she said, adding that  
20 the few times she had voted on matters involving her  
21 group's members were oversights. She said Commission  
22 Staff is supposed to alert her to such conflicts when  
23 they appear on a -- in -- beginning quote, consent  
24 agenda, end quote, where the regulators vote without  
25 discussion.



1           Next paragraph, quote, They didn't catch all of  
2 them, end quote, she said. In quotation marks, It is  
3 what it is. The buck stops with me, end quote.

4           Would you agree with that?

5       A.     Well, some of what you've read are direct  
6 quotes, and some of them are paraphrases.

7       Q.     Okay.

8       A.     So for example, Mr. Randazzo suggests that I  
9 have voted on items that are members of my group. That  
10 is not accurate. What I voted on was a couple of -- of  
11 telecom entities that maybe are potentially sister  
12 entities of the members of my group. So, again, coming  
13 from a newspaper article doesn't always give you the  
14 exact correct information.

15       Q.     Sure. So when we say sister entities, for  
16 instance, Suddenlink and Mercury Voice and Data, would  
17 that be considered a sister type of entity?

18       A.     I -- I don't know. I mean, I don't know what a  
19 sister entity is. It simply is the entity that you're  
20 referencing that is the -- the CC&N holder that has some  
21 kind of connection to Suddenlink.

22       Q.     And for all intents and purposes, sister entity  
23 was verbiage that you used, so I'm just repeating your  
24 information.

25       A.     No. I understand, yeah.

1 Q. Okay.

2 A. And I'm clarifying that I -- I don't know -- you  
3 know, the relations says they are separate legal  
4 entities regulated differently, pay taxes differently.  
5 They are separate corporate components. How they are  
6 related could be described in any number of ways.

7 Q. Sure. So if I go back, for instance, to Exhibit  
8 Number 14, where it says Mercury Voice and Data LLC  
9 doing business as or DBA Suddenlink Communications,  
10 would that be one of the instances he may be referring  
11 to?

12 A. I -- I would presume that was one of the votes  
13 he was referring to, yeah.

14 Q. Okay. Then if I were to go back to Exhibit 15,  
15 Cox Arizona Telecom, or as Cox Communications Arizona is  
16 a member entity, would that be another --

17 A. Um-hmm. Again, I would presume that's what he's  
18 referencing.

19 Q. Okay. Okay. And you would agree that you  
20 indicated that these items appeared on the consent  
21 agenda. We've already discussed that.

22 A. Right.

23 Q. And you would agree that Staff, for instance,  
24 your policy advisor, may not have caught these appearing  
25 on the consent agenda to inform you?

1 A. Correct.

2 Q. Okay. And do you stand by your statement that  
3 the buck stops with you?

4 A. Yeah.

5 Q. Ultimately you're responsible?

6 A. Sure.

7 Q. Okay.

8 MR. CONRAD: Are you done?

9 BY MR. CONRAD:

10 Q. The -- the worst thing you could hear at the end  
11 of your deposition is "I only have a few more  
12 questions."

13 A. You keep saying the word "depositions."

14 Q. I -- I guess the first thing I -- I need to  
15 establish. You are here voluntarily --

16 A. Absolutely.

17 Q. -- are you not?

18 Okay. I want to talk about Exhibit Number 7,  
19 the ads that you pledged.

20 A. Um-hmm.

21 Q. You indicated when you were questioned that you  
22 usually reviewed them. There are four of them there.  
23 Do you know which ones you reviewed as opposed to which  
24 ones you did not?

25 A. I cannot tell you for sure which ones I looked

1 at and which ones I did not. These, as you can see, are  
2 consistent. They just get renewed every year. And  
3 we've changed out the logo and my -- and my photo. But  
4 I can't tell you precisely which ones I looked at and  
5 which ones I didn't.

6 Q. Who else would have been responsible to do that?

7 A. My admin at the cable association.

8 Q. And who is that?

9 A. Karen Crotty.

10 Q. And how long has she been with you?

11 A. 32 years.

12 Q. With regard to the employees of -- well, how --  
13 that's your -- that's your administrative assistant at  
14 the cable association?

15 A. Correct, correct.

16 Q. How many other employees are there?

17 A. At the cable association?

18 Q. Yes.

19 A. None. It's Karen and myself.

20 Q. Do you know -- well, how are the charges  
21 constituted for ads like these with Capitol Times? Is  
22 it by the word? By the inch?

23 A. I believe it's a flat fee. And there's a  
24 difference between the bigger size ads and the smaller  
25 ads, but it's a flat fee.

1 Q. What's the process to gain approval for  
2 publication or is there a process to gain approval for  
3 publication in the Capitol Times?

4 A. There -- there -- there's a (indiscernible)  
5 there's a form that I would have signed.

6 Q. Do you recall signing such a form before?

7 A. I -- I would have -- I'm sure I did. I would  
8 have had to for it to be printed.

9 Q. Then I need to distinguish between who approved  
10 it as opposed to you signing a form. What's --  
11 according to your understanding, I think they're your  
12 words. Explain to me how they differ.

13 A. Well, I would have had to have signed the  
14 authorization for it to be printed and to pay for it.  
15 So that would be the final authorization.

16 Q. And the authorization for it to be printed  
17 and -- and with regard to the authorization for it to be  
18 printed and to pay for it, would it have included the --  
19 the picture and the material that was to be put in the  
20 Capitol Times?

21 A. I'm -- I'm sure -- I presume that it did, yes.

22 Q. Who created these advertisements?

23 A. They do them essentially in house at the Capitol  
24 Times. You send them pieces. They do all the  
25 typesetting and all of that.

1 Q. Pieces of what?

2 A. They -- they do all of the -- they do the  
3 layout. You would send them the picture and the logo.

4 Q. And with regard to the written content of the  
5 advertisement, where does that come from?

6 A. It comes from the person that's placed the ad.

7 Q. Did you ever provide information to the Capitol  
8 Times for text to be included in these advertisements  
9 that are set out in Exhibit 7?

10 A. I would have had to, yes.

11 Q. Do you have a specific recollection of having  
12 done so?

13 A. I've had ads in the Capitol Times for  
14 20-some-odd years. I am sure at some -- I presume I  
15 would have at some point provided that copy. And then  
16 it gets renew each year.

17 Q. Do you recall when you reauthorized for the 2015  
18 publication with the Capitol Times for lobbyist?

19 A. It would have been prior to the publication  
20 date, whatever their cut off would have been. Usually  
21 it's a month or two months before then.

22 Q. Do you have a specific recollection of reviewing  
23 the ad that was to be placed in the 2015 book of  
24 lobbyists?

25 A. I do not.

1 Q. In the ad you -- the word telecommunications,  
2 actually in Exhibit Number 7, you -- or in the ad, it  
3 says, Lobbies on behalf of: Cable television,  
4 telecommunications. I know you said that a lot of  
5 people understand telecommunications to mean a lot of  
6 different things.

7 A. Correct.

8 Q. What did it mean to you when you signed the  
9 authorization for Capitol Times to publish such a thing?

10 A. It -- it has over the years covered the cellular  
11 phone clients that we've had, which are not regulated by  
12 the Arizona Corporation, and Internet service providers.

13 Q. What did it mean --

14 A. Also not --

15 Q. I mean, what did it mean to you? I understand  
16 that you believe that it means a lot of different things  
17 to other people.

18 A. Um-hmm.

19 Q. What did it mean to you?

20 A. That's what it means to me.

21 Q. Again, please.

22 A. Internet service providers, and at one point,  
23 although we don't have those clients anymore, cellular  
24 phone companies.

25 Q. When did you last have cellular -- cellular

1 phone company clients?

2 A. In 2010.

3 Q. And are we referencing clients for the cable  
4 association?

5 A. No, no, no. They are Technical Solutions  
6 clients.

7 Q. But this ad, in Exhibit Number 7, says Arizona  
8 New Mexico Cable Communications Association. Is this an  
9 ad from the association, or is it from Technical  
10 Solutions?

11 A. It's an ad from the association.

12 Q. Then my question is, well, do you lobby on  
13 behalf of the cable communications association?

14 A. I do, yes.

15 Q. And do you lobby on behalf of Technical  
16 Solutions also?

17 A. No. Technical Solutions is the company.  
18 Technical Solutions might have clients that would do  
19 lobbying. They haven't for a while, but they could  
20 have.

21 Q. Clients that would do lobbying, or are they  
22 clients for whom you do lobbying?

23 A. Clients that I would do lobbying for.

24 Q. You -- you said that there were no longer  
25 clients that included cellular communications companies.



1 You gave an answer that included that phrase. And I --  
2 I can't remember were you referring to the cable  
3 association, or were you referring to Technical  
4 Solutions?

5 A. No. Technical Solutions is the only entity that  
6 had cellular phone companies as clients.

7 Q. When you -- let's -- let's talk about Technical  
8 Solutions then. Who organized Technical Solutions?

9 A. My husband and I are the -- the co-owners.

10 Q. What about the cable association? Who organized  
11 the cable communication association?

12 A. It goes beyond me. It was incorporated and  
13 organized in 1964.

14 Q. Then with regard to Technical Solutions and  
15 clients for whom you might lobby, do you register as a  
16 lobbyist for the clients of Technical Solutions for whom  
17 you lobby?

18 A. Yes. If -- if -- if I were to do that work, it  
19 would be required of me to register at the Secretary of  
20 State's office for those clients.

21 Q. Perhaps I'm asking a lot, but can you tell me  
22 what issues you have acted as a lobbyist with regard to  
23 since 2012, in your capacity as one of the owners of  
24 Technical Solutions?

25 A. The only client we have is the National

1 Association of Elder Law Attorneys.

2 Q. Since 2012, that's your only client?

3 A. Yes.

4 Q. And --

5 A. That -- that we do lobbying for. We do all of  
6 the land use work I mentioned.

7 Q. And that's the only client for whom you've  
8 lobbied?

9 A. Correct.

10 Q. Under the technical -- Technical Solutions  
11 banner?

12 MR. ROMLEY: That you remember?

13 MS. BITTER SMITH: That -- yeah, yes  
14 (indiscernible) that I remember, but I --

15 BY MR. CONRAD:

16 Q. With -- with regard, let's talk about the  
17 elder -- elder lawyer advocates for the -- advocates for  
18 the elderly, whatever they are called. How do you  
19 receive instructions about what positions to take and  
20 with regard to any particular issue?

21 A. Their board of directors meets and provides me  
22 direction.

23 Q. Is it in writing?

24 A. No.

25 Q. And with regard to positions taken on behalf of

1 the cable association, how do you get your instructions  
2 as to positions that you take when you lobby?

3 A. From the board of directors as well.

4 Q. Are there minutes of the board of directors?

5 A. There are, yes.

6 Q. Would they document the instructions relative to  
7 your lobbying activities?

8 A. Generally. I mean --

9 Q. Do all of the -- or is all of your lobbying work  
10 that you do as the director -- is that your title?

11 A. Director.

12 Q. -- or executive director of the cable  
13 association come from the collective board?

14 A. Yes.

15 Q. Do you do any lobbying on behalf of the  
16 individual companies that constitutes your board, apart  
17 from those activities that you undertake for the  
18 association?

19 A. No, I do not.

20 Q. Other than the minutes, would there be any  
21 written record of the instructions that you were given  
22 with regard to positions that you are to take as a  
23 lobbyist?

24 A. Not generally, no.

25 Q. You indicated that dues are paid by the members

1 of the association and that some of them are by check,  
2 some of them are by auto deduction. What banking  
3 institution or institutions are utilized by the cable  
4 association?

5 A. I -- I can answer that. I just didn't --

6 MALE SPEAKER: Yeah.

7 MS. BITTER SMITH: Okay. Wells Fargo.

8 BY MR. CONRAD:

9 Q. And is that the only financial institution that  
10 you use?

11 A. For checking accounts, correct, yes.

12 Q. For what other purposes would you have financial  
13 institutions?

14 A. I think we have some savings -- I can't  
15 remember -- I know we have some savings accounts, but --

16 Q. And those would include what institutions?

17 A. Give me a minute. Let me think of where -- I  
18 think it's Charles Schwab.

19 Q. With regard to your lobbying activities, do you  
20 create any memos to yourself that document what you did  
21 on behalf of a particular client?

22 A. I don't normally, no.

23 Q. Do you maintain a chronolog of correspondence  
24 that you issue from the cable association?

25 A. In terms of my correspondence?

1 Q. Uh-huh.

2 A. Not on a regular basis. I mean, there's a log  
3 of newsletters, but nothing from me, no.

4 Q. Then -- then with regard to correspondence from  
5 you, is -- is there no record kept?

6 A. I don't -- yeah. I'm not -- maybe I'm not  
7 understanding the question.

8 Q. Letters that you might issue.

9 A. Well, certainly we keep copies of -- of letters,  
10 but I don't know if it's in a log. Maybe that's what  
11 I'm misunderstanding.

12 Q. And you say we, your -- the cable association?

13 A. Cable association, yeah.

14 Q. You -- you indicated that Technical Solutions  
15 had four other employees besides yourself and your  
16 husband. Is that (indiscernible)?

17 A. No. There'd be four -- four employees include  
18 my husband, and then three other employees.

19 Q. And who are the three other employees?

20 A. Our son and two other secretarial admin  
21 (indiscernible).

22 Q. And their names, please.

23 A. Prescott Smith, Leah Rutledge, and then Karen  
24 Crotty works for Technical Solutions.

25 Q. Do any of those -- well, do any of the four

1 employees ever undertake lobbying activities?

2 A. They have not recently. They -- they could if  
3 we had the need to, but --

4 Q. And they're all registered as lobbyists?

5 A. They're -- they're not. That's why they --  
6 they're -- they could, but they're not registered.

7 Q. And since 2012, is it your recollection that  
8 none of the four have undertaken any lobbying activities  
9 on behalf of clients of Technical Solutions?

10 A. I believe that's correct, yes.

11 Q. To your knowledge, have they undertaken lobbying  
12 activities on behalf of any other entities besides that  
13 single client of Technical Solutions?

14 A. No, not to my knowledge.

15 Q. You indicated that there have been updates to  
16 your web site for Technical Solutions that were  
17 implemented about a month ago. Who decided to make  
18 those changes?

19 A. We actually had those changes in the works in  
20 the early part of summer, because our web site was  
21 extremely outdated. And we opted to go ahead and -- and  
22 load those, after consultation with Mr. Novak.

23 Q. And who decided to make the changes?

24 A. The collective -- my husband, myself, and  
25 actually our son, who was really instigating the fact

1 that our web site was very poorly done.

2 Q. Do you have a company that assists you with  
3 altering the web site?

4 A. We do not. You just -- you can do it  
5 internally.

6 Q. Who has the knowledge to do that?

7 A. Our son.

8 Q. And did your son actually implement the changes?

9 A. Yes, he did.

10 Q. Why did -- why did you decide to make changes at  
11 that time?

12 A. Because it was outdated in terms of the services  
13 that we offer and the focus of what our business is.

14 Q. What changes can you recall that you made?

15 A. We, in fact, as you've referenced, it had  
16 referenced agencies that we've never done any work in  
17 front of -- the Corporation Commission, the FCC. And it  
18 talked about all the cellular phone locating work that  
19 we had done, which is no longer a piece of business  
20 that's available to do. Those are -- those are located,  
21 so we're really more focused on the land use clients  
22 that we do.

23 (A whispered conversation ensued.)

24 MS. BITTER SMITH: Sure, yeah. Yeah.

25 MALE SPEAKER: Do we want a break?

1 MALE SPEAKER: Do you want a break? Is that  
2 what you're saying? I'm sorry.

3 MALE SPEAKER: No, I think -- no.

4 MS. BITTER SMITH: I -- I'm just reminded to --  
5 to remind you that to do work in front of the  
6 Commission, we would have had to have been registered,  
7 and never have been, so --

8 BY MR. CONRAD:

9 Q. To do work, you mean lobbying?

10 A. Do -- lobbying in front of the Commission --  
11 Arizona Corporation Commission.

12 MALE SPEAKER: So you can double check.

13 MS. BITTER SMITH: Yeah.

14 MALE SPEAKER: But you --

15 MS. BITTER SMITH: And -- and the same is true  
16 for the Federal Communications Commission, you'd have to  
17 be registered federally, and we've never had that.

18 MALE SPEAKER: So you can check and see if  
19 Technical Solutions or the cable association has ever  
20 been before the Commission.

21 BY MR. CONRAD:

22 Q. And the answers that you gave with regard to the  
23 lobbying of Technical Solutions, does that apply to  
24 every state in which you do business?

25 A. Yes. You have to be registered, correct, in



1 both -- in both New Mexico and Nevada.

2 Q. But in New Mexico, have you lobbied on behalf of  
3 other than of the advocates for the elderly?

4 A. No.

5 Q. No?

6 A. No. And I don't do work in New Mexico for --  
7 that's only in Arizona.

8 Q. With regard to the consent agenda, do you review  
9 it prior to the voting sessions in which you  
10 participate?

11 A. Generally, yes.

12 Q. Do you have an arrangement with anyone that  
13 works with or for you at the Commission to assist you  
14 with the review of the consent agenda, prior to voting?

15 A. Yes.

16 Q. And who is that person or persons?

17 A. My policy advisor.

18 Q. Is that Ms. Woodall?

19 A. It is.

20 Q. What's the process? How does that work, your  
21 arrangement with her to review prior to the consent  
22 agenda votes?

23 A. She will review it and provide her notes and  
24 thoughts to me, usually verbally. But she does look at  
25 it.

1 Q. With regard to -- well, I -- I think it's  
2 Exhibit Number -- Numbers 14 and 15.

3 MR. CONRAD: (Indiscernible) 15. What's this?  
4 This (indiscernible) 15 and 16, rather.

5 BY MR. CONRAD:

6 Q. Is -- is Exhibit Number 15 a -- a vote on the  
7 matter that was included on the consent agenda?

8 A. I would presume so. But obviously without  
9 having the agenda in front of me, I can't validate that  
10 for you, but -- but typically this would be, yes.

11 Q. Do you recall on a discussion (indiscernible)  
12 Ms. Woodall about voting on the matters that are covered  
13 in Exhibit Number 15?

14 A. I -- I do not, no.

15 Q. How about Exhibit Number 16, do you know if that  
16 was a matter that was included on the consent agenda?

17 A. Again, I presume so. Not having the agenda in  
18 front of me, I couldn't validate that for sure, but I  
19 presume so.

20 Q. Do you recall having any discussion with  
21 Ms. Woodall prior to voting on the consent agenda on --  
22 no. Let me revise that.

23 A. Yeah.

24 Q. Do you recall having any discussions with  
25 Ms. Woodall about the matters that are covered in

1 Exhibit Number 16?

2 A. I don't recall having any conversation about  
3 that, no.

4 Q. What's Ms. Woodall's formal title?

5 A. She is my policy advisor.

6 Q. Is she a legal advisor to you?

7 A. She is an attorney, and she does -- does  
8 (indiscernible) privilege, yes.

9 MR. ECKERT: Do you have questions, Paul, you  
10 want to ask her?

11 MR. AHLER: Yes.

12 MS. BITTER SMITH: Okay. I -- I'm going to turn  
13 my back on you. I apologize.

14 MR. CONRAD: Sure. You bet.

15 BY MR. AHLER:

16 Q. Which members of the cable association have  
17 sister affiliates -- or sister entities or affiliates  
18 that provide telephone services which would be, I guess,  
19 regulated by the Corporation Commission? And I -- I can  
20 give you Exhibit 4 that has a list of at least some of  
21 the members.

22 A. And I don't know the word "sister" is the right  
23 description.

24 Q. I don't either. I think --

25 A. So I --

1 Q. I used affiliate also.

2 A. Okay. The entities that have another separate  
3 entity that holds a CC&N are Cox, Comcast, Suddenlink,  
4 and then Time Warner.

5 Q. I noticed on Exhibit 4 that at least three of  
6 the board members are listed as members, I guess are --  
7 of Cox Communications.

8 A. Um-hmm.

9 Q. And I believe you said previously that you  
10 considered that more in terms of the trade name, as  
11 opposed to a legal entity. For Cox Communications, do  
12 you know which legal the entity paid for their  
13 membership to the cable association?

14 A. Well, again, Cox Arizona LLC -- Cox  
15 Communications Arizona LLC is the member.

16 Q. Do you know if they actually paid for the  
17 membership or did it come from another legal entity?

18 A. It -- it's my presumption they would pay for it  
19 because that's the entity that's the member.

20 Q. Okay. I take it you would have records that  
21 would show which legal entity actually paid for that  
22 membership.

23 A. Presumably, I --

24 Q. I mean -- I mean, we can talk to Ed about it.  
25 But would you be willing to provide that information to

1 us?

2 A. I -- I certainly can go look to see --  
3 obviously, as I mentioned to you, some of these come by  
4 direct deposit, so --

5 MR. NOVAK: That's the hesitation of --

6 MS. BITTER SMITH: Yeah. That's -- that's my --  
7 yeah.

8 MR. NOVAK: When we took a break, I -- I asked  
9 Susan, do you know who issued the check? And she said,  
10 Well, I don't know whether there was a check or not. It  
11 could have been a direct deposit. And -- and I think  
12 the only way to then get the answer to that question  
13 is to go to the bank. So -- but we'll -- we will --  
14 we will look and provide you with any checks that we  
15 have.

16 MR. AHLER: Okay. And with -- could that also  
17 include any, I guess, membership dues that were paid by  
18 Comcast, Suddenlink, and Time Warner?

19 MR. NOVAK: Sure.

20 MR. AHLER: Okay.

21 MR. WATKINS: Can you include any application  
22 materials that were submitted by those entities and  
23 which --

24 MS. BITTER SMITH: And -- okay.

25 MR. NOVAK: Yeah. I had already planned to do

1 that.

2 MS. BITTER SMITH: Yeah. That we're going to --  
3 yeah, definitely.

4 BY MR. AHLER:

5 Q. I know we talked about -- you said you had  
6 gotten some legal advice from an attorney at Osborn  
7 Maledon. Have you discussed with any Staff members at  
8 the Corporation Commission these issues relative to any  
9 possible conflicts of interest, I guess, concerning your  
10 employment with the cable association or with Technical  
11 Solutions?

12 A. I have not, no.

13 Q. Okay. I noticed in the letter that you  
14 submitted to the Corporation Commission, I think in  
15 February of 2013, you listed your employment with the  
16 cable association and that you didn't believe it was a  
17 conflict. Is there any reason that you didn't also  
18 include Technical Solutions, I guess, as an employer of  
19 yours in that letter?

20 A. Well, they're not in a -- I -- I am Technical  
21 Solutions. They're the sole proprietorship. My husband  
22 and I have that company. There's -- and their client  
23 base has no even optic appearance of any -- any issue  
24 with the Commission.

25 Q. Okay. So that's the reason you didn't

1 include --

2 A. Correct.

3 Q. Yeah.

4 A. And I don't draw a salary from Technical  
5 Solutions is the other reason, though.

6 Q. Okay. That -- obviously you did make income  
7 from that -- that business?

8 A. Sometimes.

9 Q. Okay.

10 MR. ROMLEY: Can -- can we have a minute? I've  
11 got to talk to the -- can we go off the record for a  
12 minute on this?

13 MALE SPEAKER: Sure.

14 MS. BITTER SMITH: Oh, okay.

15 MALE SPEAKER: We're going to pause the tape  
16 here.

17 (Off the record.)

18 MALE SPEAKER: We're back on the tape now.

19 MS. BITTER SMITH: Okay. Thank you.

20 MALE SPEAKER: So Paul.

21 BY MR. AHLER:

22 Q. Okay. Are you a -- a registered lobbyist for  
23 Cox Com?

24 A. Apparently I am, yes. I am on the -- their list  
25 as a registered lobbyist.

1 Q. And you've been on their list since, I believe,  
2 2007?

3 A. Yeah. That's my understanding, yes.

4 Q. And is it your understanding that you're  
5 currently still listed as a lobbyist for them?

6 A. That's my understanding, yes.

7 Q. Did you -- this is posted on the Arizona  
8 Secretary of State web site, I -- I think is where we  
9 obtained some of this information.

10 A. Um-hmm.

11 Q. Do you know who would have put that information  
12 on there?

13 A. Cox actually did the registration.

14 Q. What lobbying activities have you done for Cox  
15 Com since you -- since you're registered as a lobbyist  
16 for them?

17 A. I have done no direct lobbying for Cox Com or  
18 Cox Communications. They registered me in an abundance  
19 of caution, because as I mentioned to you earlier, I  
20 send letters of invitation for the annual cable  
21 association legislative luncheon to which Cox -- many  
22 Cox employees come.

23 And under the Arizona lobbying statutes, there  
24 appears to be a requirement that if you're communicating  
25 with legislators, you must be registered. And their



1 counsel suggested that since I was inviting legislators  
2 to a function where Cox employees were coming, I should  
3 be on their list too.

4 Q. And do you know who -- who it was at Cox  
5 Communications made the decision to put you on there as  
6 one of their lobbyists?

7 A. I -- I don't know. It was quite some time ago.  
8 I have no idea.

9 Q. Mr. Conrad asked you some questions about  
10 documentation that was kept by the cable association,  
11 concerning, I guess, your activities as the executive  
12 director working on behalf of the members. And I  
13 believe you indicated that there were minutes of the  
14 meetings. What other correspondence would there be that  
15 would, I guess --

16 A. There would be --

17 Q. -- describe the activities --

18 A. Sure.

19 Q. -- of the association.

20 A. There would be the mailers and all of the  
21 marketing material for the meetings that -- and  
22 conventions that we hold. There would certainly be  
23 agendas in those -- for those meetings that we've  
24 held and -- and do. All the normal activities that --  
25 that an association, you know, would do for its

1 membership.

2 Q. And would there be correspondence in there  
3 that -- that you would write maybe on behalf of some of  
4 the members, lobbying on their behalf?

5 A. There could potentially be letters written to  
6 legislators on issues for the association.

7 Q. Okay. How long do you retain those records?

8 A. I -- I -- we have -- we have retention of  
9 records, and I -- physically in the office, I think it's  
10 three or four years.

11 Q. Okay. Would you be willing to provide  
12 correspondence from basically the year 2012 to 2015,  
13 concerning the activities of that organization?

14 MS. BITTER SMITH: Ed, I don't see any reason --  
15 I -- I --

16 MR. NOVAK: I don't see any reason not to --

17 MS. BITTER SMITH: -- not to.

18 MR. NOVAK: -- but she may need to check with  
19 the association's board.

20 MS. BITTER SMITH: If you can help me understand  
21 what you're -- you're just looking for the level of  
22 activity and what we do and --

23 BY MR. AHLER:

24 Q. And -- and your involvement as far as lobbying  
25 for your membership?

1 A. Well, okay.

2 MR. NOVAK: In other words, (indiscernible) I'm  
3 trying to understand here, just to make sure I  
4 understand. Letters she would have sent to the  
5 legislators letting them know about whatever on behalf  
6 of members of the association.

7 MR. AHLER: Well, I don't want to be --

8 MR. NOVAK: I don't mean to --

9 MR. AHLER: -- overinclude --

10 MR. NOVAK: I was using that as an example.

11 MR. AHLER: Well, maybe we could craft some  
12 language later --

13 MR. NOVAK: All right.

14 MR. AHLER: -- that would cover what -- what we  
15 need and what we're looking for.

16 I don't have anything else. Well, wait a  
17 minute. I do. I'm sorry.

18 I'm not sure where we are on our markings, but  
19 if I could just mark these two.

20 MALE SPEAKER: Well, if you haven't  
21 (indiscernible) I wish you would pass them back  
22 (indiscernible).

23 MALE SPEAKER: Yeah. You've got Exhibit 4?

24 MR. AHLER: I do.

25 MALE SPEAKER: We're ready for Number 20, if

1 you're marking something additional.

2 MALE SPEAKER: Are these the same or two  
3 different ones?

4 MR. AHLER: They're two different ones.

5 MALE SPEAKER: So 20 and 21?

6 MR. AHLER: Yes.

7 BY MR. AHLER:

8 Q. Okay. Exhibit 20, the -- it's entitled:  
9 Current Lobbyist and Employee Registrations for  
10 Principal/Public Body. Do you recognize that?

11 A. It -- it appears to be the -- the registration  
12 we would do.

13 Q. And that's your signature on there?

14 A. Yes, it is.

15 Q. And that's for the year 2014, and that's in  
16 connection with your lobbyist, as a principal for  
17 Southwest -- or strike that -- Technical Solutions?

18 A. Um-hmm.

19 Q. Let me show you what's been marked as  
20 Exhibit 21. It's entitled: Current Lobbyist and  
21 Employee Registration for Principal/Public Body for  
22 Southwest Cable Communications Association. Do you  
23 recognize that?

24 A. Yeah.

25 Q. And that also has your signature on it?

1 A. Correct.

2 Q. And that's for the year 2014?

3 A. Correct.

4 Q. And I believe Mr. -- Beau had asked you  
5 previously about the -- I guess the initial application  
6 that you made for these two groups and whether you still  
7 have copies of those.

8 A. Well, I have been a registered lobbyist for the  
9 cable association for 35 years. We have a pretty good  
10 retention system, but I can't tell you that I have the  
11 document from 35 years ago.

12 Q. Would you be able to provide whatever  
13 documentation you have concerning, I guess, these  
14 registrations for both Technical Solutions and for  
15 Southwest Cable Association?

16 A. I can certainly go see what -- what we have. As  
17 you know, this is essentially what happened -- this is  
18 the renewal that happens every year.

19 Q. Yeah.

20 A. So I -- I honestly, I've been a lobbyist for  
21 Technical Solutions for a long time too, but certainly  
22 happy --

23 Q. I'm looking for the one that has more  
24 information on it as far as who -- who you want to lobby  
25 for.

1 A. Oh. We'll go back and see what we've got.

2 Q. Okay.

3 MALE SPEAKER: Paul, you -- you described this  
4 as the registration forms for 2014. They were signed in  
5 2014, but these were the forms for the term 2015, 2016,  
6 as to both exhibits.

7 MR. AHLER: Okay.

8 MS. BITTER SMITH: And -- and I will just  
9 explain to you, they -- those forms have changed  
10 dramatically over time, so I don't -- I don't know what  
11 we have. But I'm happy to look.

12 MR. AHLER: Now I'm done.

13 MR. CONRAD: So Ed and Rick, do you want to ask  
14 anything, put it on a stick?

15 MALE SPEAKER: No. The only -- I don't have a  
16 question, but Rick and I were concerned that it was  
17 unclear after the conversation about Exhibit 18 that  
18 Susan doesn't believe she has a -- an obligation to  
19 recuse those votes because she sees no conflict, but  
20 that she chooses to recuse despite the fact that there's  
21 no conflict. And I -- did I say that correctly?

22 MS. BITTER SMITH: And -- and the letter that I  
23 have filed --

24 MALE SPEAKER: Right.

25 MS. BITTER SMITH: There is -- I don't know that

1 there's any obligation to do that. I just chose to do  
2 that because I thought it was the appropriate thing to  
3 do from a public records perspective. And wanted to  
4 remind you that every elected official must file a  
5 financial disclosure with the Secretary of State's  
6 office that includes all of those employment  
7 obligations. This is above and beyond what anyone would  
8 be required to do.

9 MALE SPEAKER: We don't believe there's a legal  
10 requirement to do what she did, but she did.

11 MALE SPEAKER: Okay.

12 MALE SPEAKER: And you can find out if she  
13 noticed all of her employment through the financial  
14 disclosures.

15 Can I ask, you did not touch upon anything with  
16 the APS substation, so I assume we not spend more time  
17 on that at this point?

18 MALE SPEAKER: We'll ask you to if we need  
19 something.

20 MALE SPEAKER: Okay. That's good. Yeah.

21 MALE SPEAKER: I have one question on that.  
22 There was mention, I think it was in one of the reports  
23 done by one of the planners at Scottsdale that there was  
24 two separate forums, I guess, for neighborhood  
25 associations in connection with that project. And I

1 think were -- were you both -- involved with both of  
2 those forums?

3 MS. BITTER SMITH: Well, there -- I -- in the  
4 city zoning process, there's a requirement for  
5 neighborhood open houses to be hosted by applicants. So  
6 those -- there were two open houses, but there's also, I  
7 think you're referencing Mr. Ryan's complaint, an HOA  
8 meeting that was not hosted by the applicant, but the  
9 HOA hosted that I attended on behalf of my client.

10 MALE SPEAKER: I think there was mention in  
11 that report that one of the those forms was sponsored by  
12 APS.

13 MS. BITTER SMITH: No, both -- there were two  
14 open houses. Both sponsored by Yam -- APS had an open  
15 house and Yam had an open house.

16 MALE SPEAKER: Okay. I guess I'm not sure what  
17 they meant by sponsored. Maybe they had it incorrect.  
18 Did APS pay for -- for one of those forums?

19 MS. BITTER SMITH: No. These are --

20 MALE SPEAKER: Or would -- did Yam pay for them?  
21 I guess that's what I'm getting at.

22 MS. BITTER SMITH: Yam paid -- well, there were  
23 two, and both of them had simultaneously -- you know,  
24 they were in different teams. So APS had two; Yam had  
25 two.



1 MALE SPEAKER: Okay.

2 MALE SPEAKER: You might want to give a little  
3 bit of that -- and I'm only doing this because I was  
4 mistaken for a long time -- just explain your role in  
5 the two applications -- one -- just to make sure --

6 MS. BITTER SMITH: And --

7 MALE SPEAKER: -- because I was mistaken.

8 MS. BITTER SMITH: Okay. Yam Investments had an  
9 application in front of the City of Scottsdale to do two  
10 things: One to change their current zoning on the site  
11 that had -- was allowing for residential homes to a golf  
12 course; and two, to site a maintenance facility that was  
13 important to the -- the golf course.

14 MALE SPEAKER: Not the substation.

15 MS. BITTER SMITH: -- the operation.

16 APS had a separate application done by a  
17 separate zoning team that dealt with moving the  
18 substation. Those two applications were sole and  
19 separate entities.

20 Again, they -- they operated on their own, but  
21 in each case there were open houses for both  
22 applications. So Yam had an open house; APS had an open  
23 house. They were held at the same time in the same  
24 hotel but separate one for Yam and separate one for APS.

25 MALE SPEAKER: So APS had their own

1 application --

2 MALE SPEAKER: Right.

3 MALE SPEAKER: -- to move this power station?

4 MS. BITTER SMITH: Correct.

5 MALE SPEAKER: Right.

6 MS. BITTER SMITH: Correct.

7 MALE SPEAKER: Susan's contract only required to  
8 work with the neighborhood associations and the  
9 zoning --

10 MS. BITTER SMITH: For Yam. Yeah, Yam was my  
11 client.

12 MALE SPEAKER: -- and the zoning, not -- nothing  
13 in her contract required her or asked her to --

14 MS. BITTER SMITH: Well, and I couldn't -- yeah,  
15 no, there --

16 MALE SPEAKER: -- with the substation thing,  
17 nothing.

18 BY MR. CONRAD:

19 Q. Did -- did you have conversations with any  
20 representative of APS about either of those events, the  
21 open -- or the -- the Yam sponsored and the APS  
22 sponsored?

23 A. There would have been conversations about timing  
24 of those.

25 Q. With whom did you speak?

1 A. I don't know that I had those conversations.  
2 Somebody from Technical Solutions or from Yam would have  
3 had those conversations, and I think it would have been  
4 Steve Gabbay from Yam.

5 Q. Did you speak with Steve Gabbay about  
6 conversations with APS?

7 A. I -- I am sure he would have relayed information  
8 that, yes, this time and location works fine. APS is  
9 going to have their team there. Can you guys be there  
10 to talk about our application?

11 Q. Do you recall a conversation or you presume that  
12 one took place?

13 A. I'm presuming one took place. I don't have any  
14 direct details, but --

15 Q. Did you have a conversation with Mr. Gabbay, and  
16 I don't know if I'm pronouncing it correctly.

17 A. That's close, yeah.

18 Q. Did you have a conversation with Mr. Gabbay  
19 about interaction that he may have had with APS?

20 A. Nothing specifically comes to mind; however,  
21 obviously, he would have -- someone would have had to  
22 have confirmed that APS was holding an open house on  
23 their application.

24 Q. Was -- and do you know if anyone else at  
25 Technical Solutions talked with APS about the, I'm going

1 to say, event or forum that they were holding?

2 A. I don't know off the top of my head. What I can  
3 tell you is we sent out our notices for the event. APS  
4 would have done separate notices, because there are  
5 separate functions required for the separate  
6 application.

7 Q. It was my understanding that the APS substation  
8 needed to be moved in order to accommodate the  
9 development of the golf course. Am I wrong in that  
10 assumption?

11 A. You are incorrect. Not necessarily.

12 Q. And do you know why APS wanted to move the  
13 substation?

14 A. In their application, which is in the public  
15 documentation on what they said in the public hearings,  
16 they were prepared to -- now, understand that the  
17 substation that was there was not operational. It was  
18 just a fence.

19 There's -- there were no -- there's no insides  
20 at that point. They wanted to move -- move it closer to  
21 a main roadway, as opposed to being buried in the middle  
22 of a -- of a site -- easier access for them to maintain  
23 it.

24 Q. Is there any involvement of Corporation  
25 Commission in the movement of a substation?

1 A. There isn't.

2 Q. That one in particular or one like it?

3 A. There is none.

4 MR. NOVAK: (Indiscernible) not that one because  
5 of the voltage.

6 MS. BITTER SMITH: Oh, that's true.

7 MALE SPEAKER: Right, right.

8 MS. BITTER SMITH: Let me -- let me be clearer.  
9 Thank you for that. Because of the size of the  
10 substation, there is no jurisdiction of the Corporation  
11 Commission over that location.

12 BY MR. CONRAD:

13 Q. So did -- did you attend the APS event?

14 A. Well, Yam had an event at the same time I was  
15 there.

16 Q. I understand.

17 A. Yes. I was there at the Yam event, yes.

18 Q. Oh, they were a joint event?

19 A. They were simultaneous, at the same hotel.

20 Q. Same room?

21 A. In one case they were, in opposite corners. In  
22 another case, they were two separate rooms.

23 MR. ROMLEY: So tell me, Paul, were you not  
24 totally clear on that, as well, the role that Susan had?  
25 Please say yes, so that I don't sound stupid -- feel

1 stupid.

2 MR. AHLER: I agree with you, Mr. Romley.

3 MR. ROMLEY: Thank you, Mr. Ahler. You know,  
4 sometimes there's so much written in the press that  
5 it -- it -- it's hard to sometimes break your mindset  
6 from that and find out the real facts. I was totally  
7 surprised the other day, and -- and I said, what? So I  
8 felt really stupid in the group, so --

9 MALE SPEAKER: Thank you very much.

10 MR. ECKERT: I've got a follow-up, sorry --  
11 not -- not to prolong this, but --

12 MS. BITTER SMITH: It's okay.

13 BY MR. ECKERT:

14 Q. You spoke about the letter that was written, and  
15 I kind of wanted to circle back to that. And that's  
16 Exhibit 18.

17 A. Um-hmm.

18 Q. And that's the disclosure you made when you took  
19 office. This is the February 15th letter. When you  
20 submitted this letter, did you do this on your own  
21 accord or did -- did you have advice?

22 A. I did it on my own accord.

23 Q. Are you familiar at all with the conflict of  
24 interest statutes?

25 A. I am. And that's not done as part of the

1 conflict of interest component.

2 Q. Okay. When you say you're familiar with them,  
3 how familiar would you say you are? Have you reviewed  
4 them?

5 A. I -- I did. And I have, yes. Nothing recently.

6 Q. Okay. Because there is a disclosure requirement  
7 in the conflict of interest --

8 A. Um-hmm.

9 Q. -- interest statutes, that if you have an  
10 interest or a relative has a interest with a -- a public  
11 agency --

12 A. I understand. That is not what that is.

13 Q. Okay. So this is --

14 MALE SPEAKER: And that's not the interest that  
15 that statute --

16 MS. BITTER SMITH: That's right.

17 MALE SPEAKER: That is right.

18 MS. BITTER SMITH: Yeah, yeah.

19 MALE SPEAKER: (Indiscernible.)

20 MALE SPEAKER: Right. This references 501.

21 MS. BITTER SMITH: Yeah, um-hmm.

22 MALE SPEAKER: I mean, we're --

23 MALE SPEAKER: 30-501.

24 MS. BITTER SMITH: Yeah.

25 MALE SPEAKER: Well, no -- there -- there is no

1 disclosure by 501 in -- in the instances for the fact  
2 situation that Susan has pointed out, that when she took  
3 office she gave a general notice. We'll have to pull  
4 501.

5 MS. BITTER SMITH: Um-hmm.

6 MALE SPEAKER: I think 501 is the definitions.

7 MALE SPEAKER: Or whatever it was 30 -- 35,  
8 whatever it is -- 30 --

9 MALE SPEAKER: I think 38-503 is the actual  
10 conflict of interest statute.

11 MALE SPEAKER: 503, sorry.

12 MS. BITTER SMITH: And my letter references, as  
13 I recall, 501.

14 BY MR. ECKERT:

15 Q. Okay. So nobody helped you prepare this? You  
16 just did this on your own accord?

17 A. It's a similar letter that I prepared when I  
18 served in the Central Arizona Project board and on the  
19 Scottsdale City Council.

20 Q. Okay. Are you familiar at all with the 38-503  
21 statute, the conflict of interest statute?

22 A. Generally, yeah.

23 Q. Okay.

24 MALE SPEAKER: All right. Well, we will  
25 (indiscernible).



1 MALE SPEAKER: Thank you very much.

2 MALE SPEAKER: I assume, Ed, Paul, you'll get  
3 together on --

4 \* \* \* \* \*

5 (Conclusion of electronically recorded  
6 interview, File Name: DM620014, at 02:27:53.)

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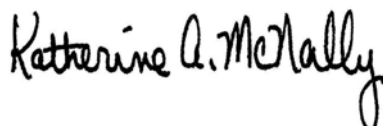
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C E R T I F I C A T E

I, Katherine McNally, Certified  
Transcriptionist, do hereby certify that the foregoing  
pages 1 to 146 constitute a full, true, and accurate  
transcript, from electronic recording, of the  
proceedings had in the foregoing matter, all done to the  
best of my skill and ability.

SIGNED and dated this 15th day of October 2015.



---

Katherine McNally  
Certified Electronic Transcriber  
CET\*\*D-323

# EXHIBIT 5



One East Washington Street, Suite 1200, Phoenix, AZ 85004-2568 • 602.650.2000

October 28, 2015

Via United States Mail

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**Re: Susan Bitter Smith**

Dear Don and Paul,

On September 1, 2015 Tom Ryan filed a quo warranto complaint with the Office of The Attorney General. In it, he alleges conflicts of interest stemming from Commissioner Bitter Smith's work for the Southwest Cable Communications Association and her company, Technical Solutions. The quo warranto complaint also alleges a conflict of interest based on Commissioner Bitter Smith's lobbying work for Southwest Cable Communications Association (the "Association") of which Cox Communications Arizona LLC; a cable company is a member.

Although no formal response is required, we do so on behalf of Ms. Bitter Smith. No legal basis exists for the claim that Ms. Bitter Smith has violated any statutory or constitutional provision. The complaint should be dismissed.

**The Commission does not Regulate the Cable Industry**

Arizona Courts have ruled that "cable companies are not common carriers" and, thus, cable companies do not fall within the definition of a public service corporation, regulated by the Commission. *See American Cable Television v. Arizona Public Service Company and Arizona Corporation Commission*, 143 Ariz. 273, 693 P.2d 928 (App. 1983). The United States Supreme Court has also held that cable operators are not common carriers. *FCC v. Midwest Video Corp.*, 440 U.S. 689 (1979).

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APP0172



Don Conrad  
October 28, 2015  
Page 2

Cable service is defined as “(A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming and other programming service.” 47 U.S.C. §522(6). A cable system is a “facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community...” 47 U.S.C. §522(7).

The term “telecommunications industry” as described by the Commission includes “local telephone service, long distance telephone service, cellular/digital telephone service, paging service, internet service and a wide array of competitive products and services.”<sup>1</sup> The Commission’s definition does not include cable services.

A “Telecommunications Company” is defined in Title 14, Chapter 2, Article 11 of the Arizona Administrative Code as “A public service corporation, as defined in the Arizona Constitution, Article 15 § 2, that provides telecommunications services within the state of Arizona and over which the Commission has jurisdiction.”

“Telecommunications Service” is further defined as “Any transmission of interactive switched and non-switched signs, signals, writing, images, sounds, messages, data or other information of any nature, by wire, radio, lightwave, or any other electromagnetic means (including access services), which originate and terminate in this state and are offered to or for the public, or some portion thereof, for compensation.”

Consistent with federal law, the State of Arizona enacted statutes regarding local governments’ authority to regulate cable operators in the state. See A.R.S. §9-505, et.seq. Finally, there is nothing in Title 14, Chapter 2, Article 11 granting the Corporation Commission authority to regulate the providers of cable services, an area preempted by Federal law.

Simply put, cable companies are not common carriers and thus, are not public service corporations. Cable companies are different from “telecommunications companies” providing “telecommunications services,” as defined by Arizona law.

#### **Cox Communications Arizona and Coxcom Inc.**

Cox Communications Arizona, LLC is a Delaware limited liability company. Cox Communications Arizona was formed in August 2011 by CoxCom LLC. CoxCom LLC is the

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<sup>1</sup> [http://www.azcc.gov/divisions/utilities/telecom/gen\\_info.asp](http://www.azcc.gov/divisions/utilities/telecom/gen_info.asp)



Don Conrad  
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sole member of Cox Communications Arizona. Cable services are provided pursuant to a license issued to CoxCom LLC.

Cox Arizona Telecom LLC provides telephone services in Arizona. It is a legally separate company from both CoxCom LLC and Cox Communications Arizona LLC.

**Commissioner Bitter Smith's work in addition to her Duties as a Corporation  
Commissioner**

Commissioner Bitter Smith was elected to a four year term on the Commission starting January 2013. She currently serves as its Chair and is a member of the National Association of Regulatory Commissioners (serving on its Water Committee as well as the Subcommittee on Education and Research). She is the President of the Western Conference of Public Service Commissioners.

**Southwest Cable Communications Association**

Commissioner Bitter Smith has served as the Executive Director of the Southwest Cable Communications Association since 1980. She does not have an employment contract with the Association. Commissioner Bitter Smith previously submitted a letter to Jodi Jerich, the Executive Director of the Commission on February 15, 2013. In that letter (attached), Commissioner Bitter Smith again disclosed her employment at the Association whose members are licensed cable television operators in Arizona and New Mexico. The disclosure was filed so that it could be made available for public inspection.

**Technical Solutions**

Technical Solutions is a public affairs firm, Commissioner Bitter Smith has served as Vice President of it since 1988.

**History of Commissioner Bitter Smith's Lobbying Work**

Initially it is important to state that Commissioner Bitter Smith is not and has never been employed by any Cox entity. Commissioner Bitter Smith is a registered lobbyist for Cox Communications Arizona, LLC and Coxcom Inc.; Southwest Cable Communications Association and Technical Solutions. (See Registrations with the Arizona Secretary of State and City of Phoenix). None of these Companies is engaged in activities regulated by the ACC.

Further, Commissioner Bitter Smith is also a registered lobbyist for the Arizona Chapter of the National Academy of Elder Law Attorneys.



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Commissioner Bitter Smith's status as a lobbyist was disclosed at all times including when she was a candidate and while she has been in office to both the legal department as well as to the Executive Director of the Commission. Prior to running for the Commission she sought and received legal advice on the conflicts issues and was told there were no conflicts. No written record of the advice exists.

**There has been no violation of A.R.S. § 40-101:**

Commissioner Bitter Smith does not hold stock in a regulated entity, nor does she have a pecuniary interest in any regulated entity.

**A.R.S. §40-101: Interest of commissioner or employee prohibited in corporation subject to regulation**

A person in the employ of, or holding an official relation to a corporation or person subject to regulation by the commission, or a person owning stocks or bonds of a corporation subject to regulation, or a person who is pecuniarily interested therein, shall not be elected, appointed to, or hold the office of commissioner or be appointed or employed by the commission. If a commissioner, or appointee or employee of the commission becomes the owner of such stocks or bonds, or becomes pecuniarily interested in such a corporation involuntarily, he shall within a reasonable time divest himself of such stocks, bonds or interest. If he fails to do so, he thereby vacates his office or employment.

**Prior guidance interpreting A.R.S. §40-101**

*Jennings v. Woods*, 194 Ariz. 314 (1999): Renz Jennings, the defeated incumbent for a Corporation Commission seat sought to oust the winner of the seat, Tony West. Mr. West was a licensed securities salesman who was also employed by a registered securities dealer. The Supreme Court found that Mr. West had a conflict of interest where it was clear he worked for an entity subject to regulation by the Corporation Commission. (Reasoning that the Arizona Corporation Commission issues licenses to securities sales persons and their broker employees, and that the Corporation Commission through Title 44 of the Arizona Revised Statutes has broad regulatory authority over securities.)

*Jennings v. Woods* has no applicability where Commissioner Bitter Smith is not employed by any entity subject to Commission oversight. Neither Technical Solutions nor Southwest Cable Communications Association are subject to regulation by the Arizona



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Corporation Commission. Further, lobbying work on behalf of the cable subsidiary of Cox Communications, (Cox Communications Arizona, LLC) does not violate A.R.S. §40-101.

The Federal Communications Act as amended 47 U.S.C. §§521 et. seq. governs the national policy concerning cable communications and preempts the state's authority to regulate cable matters. The Commission has the narrow authority to regulate the telephone business of Cox, but not its cable business. Commissioner Bitter Smith's narrow lobbying work through the Association on behalf of the cable subsidiary of Cox Communications does not create a pecuniary interest in a parent or affiliated entity which is regulated by the Commission.

**Bundling of Services is a marketing device: it does not result in a comingling of legal entities**

Commissioner Bitter Smith is not a Cox employee and never has been. She performs lobbying work for Cox's cable entities only. Working for one legal entity does not mean that she does work on behalf of all legal entities even where all may have a common parent.

The National Labor Relations Board has concluded where one subsidiary does not have the authority to hire, fire, or supervise the individual, that individual is not an employee of both subsidiaries or the parent. (See Local 2208, Int'l Bhd. Of Elec. Workers, 285 N.L.R.B. 834 (1987) finding that Simplex Wire and Cable, and its parent company, Tyco Laboratories were not a single employer).

While Cox may sell bundled internet/cable television/telephone services to residences and businesses in Arizona, it does so as marketing tool and as a convenience to its customers. Bundling does not nullify the legal separateness of the various subsidiaries.

Attached is an actual Cox residential customer bill statement for cable, phone and internet services. All three services are separately listed but on the same bill. Mr. Ryan's logic suggests that Cox services should be separately billed to maintain legal separation. He would have Cox send this customer three separate bills. Does that make any sense at all? Bundling for advertising or billing purposes does not blur the legal lines between subsidiaries of a corporation and Mr. Ryan has provided no legal support for his position.

**Commission Bitter Smith has no pecuniary interest in a regulated entity as defined by A.R.S. §40-101**

A.R.S. §40-101 does not specifically define "pecuniarily interested". A.R.S. §38-503(B) as interpreted by the Arizona Court of Appeals is instructional. §38-503(B) provides that a public officer or employee with a "substantial interest" in a decision of a public agency must



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disclose the interest and refrain from participating in any manner in the decision. "Substantial interest" at the time was defined as an interest that did not fall into one of the seven categories of interests defined as "remote interests." To save the definition from being unconstitutionally vague, the court held that "the term refers to a pecuniary or propriety interest, by which a person will gain or lose something as contrasted to general sympathy, feeling or bias." *Yetman v. Naumann*, 492 P.2d 1252, 1255 (Ariz. Ct. App. 1972). The decision was subsequently codified in A.R.S. §38-502(11) ("Substantial interest" means any pecuniary or propriety interest, either direct or indirect, other than a remote interest."); *Hughes v. Jorgenson*, 50 P.3d 821, 824 (Ariz. 2002) (noting the amendment). "Pecuniary" means money; "proprietary" means ownership. *Shepherd v. Platt*, 865 P.2d 107, 109 (Ariz. Ct. App. 1993).

Commissioner Bitter Smith has no pecuniary interest in any Cox telephone subsidiary. She does no work for the telephone subsidiary. Mr. Ryan has not provided any evidence to show that Ms. Bitter Smith has a "substantial interest" in any decision of the Commission related to the telephone subsidiary.

#### Interest in subsidiary does not equate to interest in the parent company

Recognizing that corporate entities often comprise many separate entities including subsidiaries, the Arizona State Bar provides guidance to attorneys who work with corporations. In comment [33] to Ethical Rule 1.7 (Conflict of Interest: Current Clients), attorneys are reminded that

*"A lawyer who represents a corporation or other organization does not, by virtue of that representation, necessarily represent any constituent or affiliated organization, such as a parent or subsidiary. See ER 1.13(a). Thus, the lawyer for an organization is not barred from accepting representation adverse to an affiliate in an unrelated matter..."*

Mr. Ryan provides no authority to suggest that Ms. Bitter Smith should be held to some higher standard. While Commissioner Bitter Smith lobbies on behalf of the Cox Communications Arizona (a cable company), that does not make her an interested party, employee, or representative of other affiliate companies which are regulated by the Commission.

#### Connect America Fund

Commissioner Bitter Smith has not worked directly for Connect America, she has communicated on behalf of the Southwest Cable Communications Association members regarding broadband grants and deployment, but never for telephone matters. Commissioner Bitter Smith previously filed a notice on behalf of two of her Association members who met with



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an FCC commissioner. She did not attend that meeting. The meeting related to the Rural Broadband Experiment grant. A letter is attached describing that meeting. Commissioner Bitter Smith has done no work for Connect America, lobbying or otherwise.

#### **Commissioner Bitter Smith's Recusal Record**

Commissioner Bitter Smith has historically recused herself from votes affecting the telephone side of the cable association members. While there is no conflict in voting, she does so to avoid the appearance of a conflict.

There are three inadvertent instances where Commissioner Bitter Smith and her staff failed to note her desire to recuse.

1) and 2) Tariff increases for Cox: These matters were on the consent agenda, neither Commissioner Bitter Smith nor her staff realized it in time to take it off of the consent agenda. The consent agendas are often long and contain voluminous material.

3) Mercury Voice & Data: Mercury Voice & Data is a d/b/a for Suddenlink Communications. Commissioner Bitter Smith was not aware of Mercury Voice & Data's affiliation with Suddenlink at the time of her vote. (Suddenlink Communications is a member of the Association).

#### **Technical Solutions work for Yam Holdings:**

YAM Holdings is a client of Commissioner Bitter Smith (through her company Technical Solutions). The work involved securing the entitlements for the Scottsdale National Golf Course which Yam is building. The design of the golf course calls for the relocation of an APS substation. However, all work relating to the relocation of the substation was handled in-house by APS. The contract between YAM Holdings and Technical Solutions involved work to change the entitlements on the site as well as to resolve where a maintenance building would be located. The City of Scottsdale approved the relocation of the substation consistent with the APS proposal, and not as result of any proposal of YAM. The substation has been approved by the Development Review Board while YAM's proposal has yet to go through that process. The golf course expansion still has to go through the city of Scottsdale's Development Review Process (which will determine design approvals such as paint colors and roof materials). This should occur soon with construction to begin in November or December of this year.

Commissioner Bitter Smith attended one meeting with HOA members who expressed concern about the substation location, as did Brad Larson, the APS representative responsible for the relocation. The HOA board invited YAM and APS to their normally scheduled board

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meeting. Any of the required public meetings held on the two projects (substation and golf course) had separate public notices and were managed by separate development teams from YAM and APS.

The substation itself is small enough (67,000 volts) to exempt it from regulation by the Arizona Corporation Commission. (See A.R.S. §40-360 regulating transmission lines capable of transmitting voltages of one hundred fifteen thousand volts or more)

At all times Commissioner Bitter Smith was employed by YAM Holdings, never by APS. Further, the substation at the golf course is not one that is regulated by the Arizona Corporation Commission. There is no conflict. Commissioner Bitter Smith never worked for, nor lobbied on behalf of APS on this non-regulated issue.

#### **No issue working for two employers**

Like many Arizonans, Commissioner Bitter Smith works more than one job. There is no prohibition against a full time Corporation Commissioner also working a second job. Few public service jobs are so limited, many legislators and most Corporation Commissioners past and present have held second jobs.

Commissioner Bitter Smith has not missed one meeting of Arizona Corporation Commission. Her role as Chair of the Commission does not confer additional salary or benefits, but does provide for additional responsibilities and work which Commissioner Bitter Smith has completed. Additionally, she is Chair of the Western Conference of Public Service Commissions which is a volunteer position. Never has her ability to serve the State been compromised by her secondary employment.

#### **Conclusion**

At no point has Commissioner Bitter Smith violated A.R.S. §40-101 or §38-503. Her work on behalf of Southwest Cable Communications Association and Technical Solutions was properly disclosed and well known to those working at the Commission and the general public. Commissioner Bitter Smith is a registered lobbyist for the cable subsidiary of Cox Communications; the cable industry is not regulated by the Commission. There is no pecuniary interest in the company where she holds no stock, and has no interest in other subsidiaries or companies related to Cox.

A “conflict of interest does not exist merely because a public officer acts in a way that appears to be a conflict in the eyes of the public or prosecutors. The specific terms of the statute control.” *See State v. Ross*, 151 P.3d 1261, 1265 (Ariz. Ct. App. 2007). Admittedly, the work of



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the Commission is not well known to members of the public. Compounding the confusion are terms like, "telecommunications company" and "telecommunication services"; terms which the public does not accurately understand. The cable industry is itself outside of the Commission's purview, preempted by federal law. No Arizona state statute or constitutional provision has been violated.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Novak", written over a horizontal line.

Edward F. Novak  
Melissa S. Ho

EFN:ec  
Attachments

COMMISSIONERS  
BOB STUMP - Chairman  
GARY PIERCE  
BRENDA BURNS  
BOB BURNS  
SUSAN BITTER SMITH



SUSAN BITTER SMITH  
Commissioner

ARIZONA CORPORATION COMMISSION

February 15, 2013

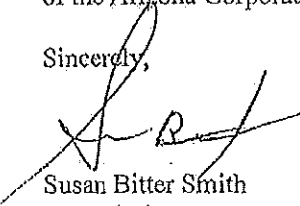
Ms. Jodi Jerich  
Executive Director  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, Arizona 85007

Dear Ms. Jerich,

I am currently employed as the Executive Director of the Arizona-New Mexico Cable Communications Association whose members are licensed cable television operators in the states of Arizona and New Mexico. These members are listed on the Arizona-New Mexico Cable Communications Association website and in the association's IRS Form 990 tax return which is publically filed. This employment does not and will not create any conflicts of interest as identified in A.R.S. § 38-501 et seq.

However, to ensure transparency I am asking that this disclosure be filed in the official records of the Arizona Corporation Commission where it will be available for public inspection.

Sincerely,

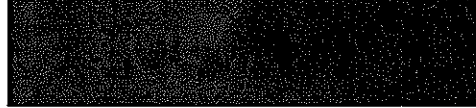
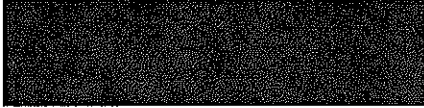


Susan Bitter Smith  
Commissioner



September 23, 2015

(NOT FOR PAYMENTS)  
PO BOX 1259  
DEPT. # 102285  
OAKS, PA 19456

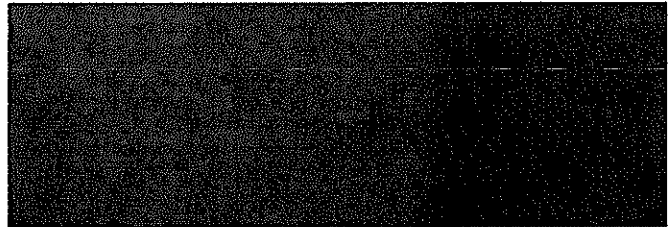


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or  
866-867-7644



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ACCOUNT SUMMARY as of Sep 23, 2015

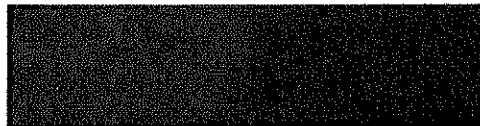


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continued in News from Cox



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TOTAL DUE BY Oct 17, 2015	\$219.50
<input type="checkbox"/> Please check box to add optional charitable contribution (see back of stub for more information)	\$1.00
TOTAL PAYMENT ENCLOSED	\$ _____

COX COMMUNICATIONS  
PO BOX 78071  
PHOENIX AZ 85062-8071



**SUMMARY OF CHARGES**

Monthly Services	\$198.49
Taxes, Fees and Surcharges	21.01
<b>NEW CHARGES</b>	<b>\$219.50</b>

**MONTHLY SERVICES** Sep 22 - Oct 21

<b>TV</b>	
Cox Adv TV Ultimate - 4 Premiums and Record 6	
<i>Includes:</i>	
Record 6 DVR Service	\$104.97
Cox TV Starter	
Expanded Service	
Contour Guide	
Faith & Values Pak	
Advanced TV Service	
Movie Pak	
Sports & Information Pak	
Variety Pak	
Bonus Pak	
Cinemax	
HBO	
Showtime	
Starz	
Ultimate 6 Discount	\$-26.98
	<b>\$77.99</b>
Contour Record 6 Receiver	\$8.50
Contour Receiver (qty 2)	17.00
Advanced TV (qty 2)	3.60
Bundled Savings Pak	-13.70
Cox Service Protection Plan	6.99
<b>Total TV</b>	<b>\$100.38</b>

**INTERNET**

Monthly Services cont.  
 Cox High Speed Internet Preferred  
*Includes:*  
 Preferred Internet Service  
 Download speeds up to 50 Mbps.  
 (DOCSIS 3.0 modem required)  
 50 GB free Cloud Drive storage.  
 Over 400,000 WiFi hotspots.  
 Cox Security Suite Plus.  
 PowerBoost (R) for large downloads.

	\$64.99
<b>Total Internet</b>	<b>\$64.99</b>

**TELEPHONE**

Connection 60  
*Includes:*  
 Connection 60  
 Cox Long Distance\*  
 Basic Monthly Service  
 Simply 5 Long Distance Plan  
 Solutions Feature Package

	\$31.99
Federal Excise Tax Credit	\$-0.87
Directory Listing - Non Published	2.00
<b>Total Telephone</b>	<b>\$33.12</b>

**TOTAL MONTHLY SERVICES** **\$198.49**

**TAXES, FEES AND SURCHARGES**

TV Fees	
City Tax	\$0.17
License Fee	4.72
<b>Total TV Fees</b>	<b>\$4.89</b>
Telephone Taxes, Fees and Surcharges	
Taxes	
Federal Excise Tax	\$1.08



**Payment options**

**Online:** Visit [www.cox.com](http://www.cox.com) to register for 24-hour online access or make payments to your account.  
**Mail:** Detach this coupon and send it with your check or money order. Please include your account number on your check. Make your checks payable to Cox Communications. Allow 7 days for processing.  
**Phone:** Call the number listed under the "Contact Us" section on the front of this bill anytime and follow the phone prompts to make a payment using your bank account or credit card.  
**In Person:** Visit [www.coxazstores.com](http://www.coxazstores.com) for a list of Cox authorized Payment Centers.  
**Optional contribution to Cox Charities:** Your \$1.00 contribution, combined with donations from other Cox customers and Cox employees, supports local youth and education programs that help ensure a brighter future for all Arizonans. For more information, please visit <http://www.cox.com/community>.





<b>Taxes, Fees and Surcharges cont.</b>	
Telecommunication Fund for the Deaf	0.23
E911 Tax	0.20
<b>Total Taxes</b>	<b>\$1.51</b>
<b>Fees and Surcharges</b>	
FCC Access Charge	\$7.10
County Sales Tax	0.21
Local Telecommunications	1.57
Federal Universal Service Fund	2.50
Carrier Cost Recovery Fee	1.49
State Regulatory Assessment	0.06
State Sales Tax	1.67
State Universal Service Fund	0.01
<b>Total Fees and Surcharges</b>	<b>\$14.61</b>
<b>Total Telephone Taxes, Fees and Surcharges</b>	<b>\$16.12</b>
<hr/>	
<b>TOTAL TAXES, FEES AND SURCHARGES</b>	<b>\$21.01</b>
<hr/>	
<b>TOTAL NEW CHARGES</b>	<b>\$219.50</b>

**NEWS FROM COX**

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**CUSTOMER INFORMATION**

**Billing, Payment Policies and Fees:**

Cox Communications bills all customers in advance for monthly recurring charges and in arrears for non-recurring charges such as On Demand/pay-per-view and long distance. Payment in full is due to Cox by the "Due By" date indicated on your statement. If payment is not received by this date, your bill will become past due and may be subject to additional fees, such as late payment charges, electronic reactivation fees, or returned payment fees. Payment of your Cox bill confirms your subscription to services and the possession of Cox owned equipment listed on your bill.

When you provide a paper, electronic check or electronic fund transfer (EFT) as payment, you authorize Cox to process your payment as a traditional check transaction or to make a onetime EFT from your account. An EFT may debit your account as soon as the same day you make your payment. Payments returned unpaid to Cox for any reason will incur a returned payment fee of up to \$25.00, or the maximum allowed by state law. By using a credit card, debit card, paper check or an electronic check to make a payment to Cox, you agree that, if your payment is returned unpaid, you expressly authorize a one-time electronic fund transfer from your account for the amount of the payment plus any returned payment fees. If payment is not received by the "Due By" date indicated on your statement, a late payment charge of up to \$8.00 may be assessed to your account.

For more details on billing and payment policies visit [www.cox.com/aboutus/policies/residential-billing-and-payment.cox](http://www.cox.com/aboutus/policies/residential-billing-and-payment.cox) or contact a customer service representative.

**Closed Captioning Issues**

For issues regarding closed captioning, please contact Cox customer service at the number listed at the front of this bill. If your concerns are not addressed, please contact W.F. Hott, Closed Captioning, Cox Communications, 1400 Lake Hearn Dr, NE, Atlanta, GA 30319; Phone: 888-278-6660, Fax: 404-847-6257, Email: [closedcaption@cox.com](mailto:closedcaption@cox.com)

**Free Previews Coming Soon for Cox TV customers!**

During the upcoming Free Preview Weekend in November, customers who subscribe to a Cox TV Economy or a Cox Advanced TV package will have free access to view several premium and Movie Pak networks including their

**Customer Information cont.**

OnDEMAND (channel 1) content. The previews will include STARZ and ENCORE, with access to STARZ Play and ENCORE Play online from November 23rd through November 30th.

During the free preview, these channels may contain NC-17 or R rated programming. To restrict access to this programming you can use the Parental Control feature on the Cox receiver. To request that the channels be blocked completely, please call the number on this bill to speak with a Customer Care representative.

An asterisk (\*) next to a specific telephone charge on your bill indicates an unregulated charge. Failure to pay telephone charges may result in interruption of your telephone service. Your basic local telephone service will not be interrupted for failure to pay any unregulated telephone charge.

**Safety Information for your Phone Service**

Your telephone service, including access to E911, will operate for up to 8 hours during a power outage only if a backup battery is installed, and is fully charged. You are responsible for ordering, installing, and monitoring the status of the battery. If this modem's battery indicator shows that you need a battery or your battery needs replacing, you can purchase one by calling 1-855-324-7700 or visiting a Cox retail store. Find more information at [www.cox.com/battery](http://www.cox.com/battery). To ensure that E911 dispatchers receive your correct address, the installed modem should not be moved within your home or to another address. Please notify Cox if you would like to move your telephone modem.

**Cox Long Distance:** If you have questions concerning rates, terms and conditions of your Cox interstate or international long distance services, please refer to the Customer Services Agreement posted on our website at <https://www.cox.com/telephone/customerservicesagreement.asp>.

**Blocking 3rd Party Charges**

As a Cox customer you have the ability to block 3rd party charges on your bill, such as collect and operator assisted calls. Please call Cox Customer Care at the number on this bill statement if you would like to block 3rd party charges.

**Billing Dispute and Resolution:** If you have any questions or disagree with any portion of your bill, please contact us at the phone number on the front of this statement no later than 60 days from the due date indicated.

**TV Customers:** If after contacting Cox we are unable to resolve your concern about your TV Service, you may file a complaint with your local franchising authority: City of Phoenix, 251 W. Washington, 6th Floor, Phoenix, AZ 85003

**Phone Customers:** If after contacting Cox we are unable to resolve your concern about your Phone Service, the service may be subject to state regulation and you may file a complaint with your states regulatory authority below.

Arizona Corporation Commission, 1200 W. Washington St, Phoenix AZ 85007.



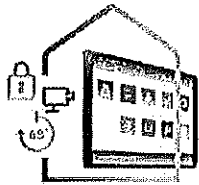


# Good Night Sleep Tight

Home sweet home is now home smart home. In addition to 24/7 professional monitoring, Cox Homelife<sup>SM</sup> alerts you to risks due to carbon monoxide, fire or flood. So while we can't say when you'll sleep through the night, we can say we can help you rest better, immediately.



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\*Monthly service fee as low as \$29.99/mo for Cox Homelife Essential service plan and available to residential customers with new or current subscription to one or more of Cox video, internet and/or phone service in select Cox service areas. Offer expires 9/28/15. Free standard pro install with new installation of Homelife Preferred service plan. Certain advertised features require Preferred service plan. A high-speed internet connection is required and is not included in price. Additional equipment fees may be extra. Touchscreen equipment is also required and is not included. \$3.00/month rental fee applies. Touchscreen remains property of Cox and must be returned to Cox upon termination of service to avoid additional charges. Applicable monthly service charges, installation, additional equipment, taxes, trip charges and other fees may apply. All prices and packages are subject to change. Month-to-month and home security service only pricing available. Subject to credit approval. Other restrictions may apply.

†Prepaid card offer available to new residential customers subscribing to Cox Homelife Preferred with a 3-year agreement and purchasing additional equipment valued at \$300 or more (initial base kit is free with 3-year agreement and does not apply toward equipment purchase). Lesser value cards with as little as \$100 additional equipment purchase. Inquire or go to [www.cox.com/homelife/payout](http://www.cox.com/homelife/payout) for details. Cox Visa Prepaid Cards are issued by MetaBank<sup>®</sup> Member FDIC, pursuant to a license from Visa U.S.A. Inc. Card does not have cash access and can be used at any merchants that accept Visa debit cards. Card valid through expiration date shown on front of card. Other restrictions may apply.

Local ordinances may require an alarm user permit. Las Vegas customers will incur an additional monthly verified response fee (currently \$4.00/mo.). Service provided by Cox Advanced Services: Arizona, LLC-License No. P12-1332, Arkansas, LLC-License No. E 2014 0026, California, LLC-Alarm License #7196 & Contractor's License #992992, Connecticut, LLC-License M/A, Florida, LLC-License No. EF200D1232, Georgia, LLC-License: Raymond Williams ILVA205602, Iowa, LLC-#C121646 & AC268, Louisiana, LLC-License F 2006, Nebraska, LLC-License #26512, Nevada, LLC-License #78331, Ohio, LLC-License #53-18-1671, Oklahoma, LLC-License #2002, Rhode Island, LLC-License #9314, Tpeka, LLC-License No. 109, Wichita, LLC-License #2015-36492, Virginia, LLC-License #11-7776. © 2015 Cox Communications, Inc. All rights reserved. GC-APHL-12 5A0FF007

# EXHIBIT 6

## MORE CONVERSATION FOR LESS CASH

Experience unlimited local calling  
and so much more with  
Cox Digital Telephone®.



Feedback

## FEATURED PHONE OFFERS



Digital  
Telephone  
Premier

**\$34.99**  
/mo.

[Offer Details & Terms](#)

13 calling  
features

[Order Now](#)

Includes phone for \$9.99



Phone  
Essential +  
Internet  
Essential

**\$49.99**  
/mo.

Per month for 12 months  
Regular price \$72.98/month.

[Offer Details & Terms](#)

Up to 15  
Mbps  
download

4 calling  
features



Bronze  
Bundle w/  
Phone  
Essential

**\$99.99**  
/mo.

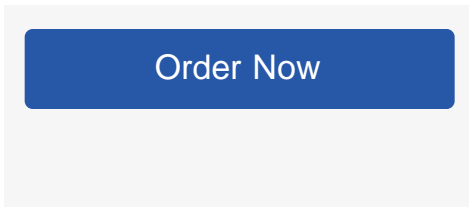
Per month for 12 months  
Regular price \$178.96/month.

[Offer Details & Terms](#)

**Free Pro install**  
When you order online!

**Price Lock guarantee with 24 month  
service agreement.**

APP0187



230+  
channels

Up to 50  
Mbps  
download

4 calling  
features



[View Channel Lineup >](#)



[+ COMPARE PHONE OFFERS](#)

## GET MORE WITH COX DIGITAL TELEPHONE



### Service Protection Plan

Get peace of mind with reliable, professional technician-backed protection for your home's wiring connections and service.

[See Plan Details](#)

APP0188



## International Calling

Say goodbye to calling cards and high-priced fees with great calling rates to Mexico, the U.K. and beyond.

[See Plans & Rates](#)



## Regulatory Details

Easily access any Cox telecommunications service supplementary information you need.

[See Service Terms & Tariffs](#)

Ready to Shop Phone?

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[Build Your Bundle](#)

Offers expire 2/29/16 and are available to residential customers in Cox service areas. Prices exclude taxes, surcharges and other fees. Other conditions apply. [See Cox Digital Telephone service details.](#)



# EXHIBIT 7



# Deals on XFINITY® Services from Comcast Tucson, AZ

Internet, Cable, HD and Phone

**XFINITY Bundles**  
TV, Internet and Phone



## Great Deals on XFINITY® TV, Internet, Voice, and Home from Comcast in Tucson, AZ

Offers only available in the Tucson, AZ area. [Looking for great offers in other areas?](#)

With the XFINITY Double Play and the XFINITY Triple Play from Comcast you can choose to bundle two or three of our great services – XFINITY TV, Internet and Voice – all for a great value. Bundle digital TV, high-speed Internet and home phone service from Comcast and save!

### 7 New Customer Offers for Tucson, AZ


[Change Location](#) Current Customer? [See Offers](#)

PACKAGE	CHANNELS	INTERNET & VOICE	EXTRAS	PRICE
<b>Starter XF Triple Play</b> Learn More	<b>140+</b> X1 Entertainment Operating System® <a href="#">View Lineup</a>	<b>75 Mbps</b> Talk as Much as You Want to Nearly Half the World	<b>\$100 Visa® Prepaid Card</b> HBO® included for 12 months Upgrade to cloud-based DVR service for only \$10 more per month!	<b>\$89<sup>99</sup>/mo</b> for the first 12 months with 2-year <a href="#">agreement</a> 2-year agreement <b>Add To Cart</b> <a href="#">Pricing &amp; Other Info.</a>
<b>Starter XF Triple Play</b> Learn More	<b>140+</b> X1 Entertainment Operating System® <a href="#">View Lineup</a>	<b>150 Mbps</b> Talk as Much as You Want to Nearly Half the World	<b>\$100 Visa® Prepaid Card</b> HBO® included for 12 months Upgrade to cloud-based DVR service for only \$10 more per month!	<b>\$99<sup>99</sup>/mo</b> for the first 12 months with 2-year <a href="#">agreement</a> <b>Add To Cart</b> <a href="#">Pricing &amp; Other Info.</a>
			<b>\$100 Visa® Prepaid Card</b>	

APP0192



### HD Preferred Plus XF Triple Play

 Learn More

## 230+

 X1 Entertainment Operating System®

[View Lineup](#)

## 150

Mbps

Talk as Much as You Want to Nearly Half the World

Stream the latest HBO® shows & movies with HBO GO®

Now with TMC®!

Cloud-based DVR included for 12 months

FREE professional installation

**\$139<sup>99</sup>/mo**  
for the first 24 months with 2-year [agreement](#)


2-year agreement



**Add To Cart**

[Pricing & Other Info.](#)

### HD Premier XF Triple Play

 Learn More

## 260+

 X1 Entertainment Operating System®

[View Lineup](#)

## 150

Mbps

Talk as Much as You Want to Nearly Half the World

**\$150 Visa® Prepaid Card**

Blast!® Pro Internet & fastest in-home WiFi

STARZ®, HBO®, Showtime®, Cinemax®, Streampix® included

Now with TMC®!

Sports Entertainment Package & cloud-based DVR

FREE professional installation

**\$159<sup>99</sup>/mo**  
for the first 24 months with 2-year [agreement](#)


2-year agreement



**Add To Cart**

[Pricing & Other Info.](#)

### HD Premier XF Triple Play

 Learn More

## 260+

 X1 Entertainment Operating System®

[View Lineup](#)

## 150

Mbps

Talk as Much as You Want to Nearly Half the World

**Samsung Galaxy Tab®**

STARZ®, HBO®, SHOWTIME®, Cinemax®

Now with TMC®!

Sports Entertainment Package

Cloud-based DVR service included

FREE professional

**\$159<sup>99</sup>/mo**  
for the first 24 months with 2-year [agreement](#)


**Add To Cart**

[Pricing & Other Info.](#)

APP0193

installation

### HD Complete XF Triple Play

 Learn More

**260+**  X1 Entertainment Operating System®  
[View Lineup](#)

**150**  
Mbps

Talk as Much as You Want to Nearly Half the World

**\$500 Visa® Prepaid Card**


TMC®, STARZ®, HBO®, SHOWTIME® & Cinemax®

Sports Entertainment Package

More entertainment in more rooms! HD in up to 4 rooms & cloud-based DVR service

FREE professional installation


**\$199<sup>99</sup>/mo**  
for the first 24 months with 2-year [agreement](#)

2-year agreement 

**Add To Cart**

[Pricing & Other Info.](#)

### HD Complete XF Triple Play

 Learn More

**260+**  X1 Entertainment Operating System®  
[View Lineup](#)

**150**  
Mbps

Talk as Much as You Want to Nearly Half the World

**Samsung Galaxy Tab®**

TMC®, STARZ®, HBO®, SHOWTIME® & Cinemax®

Sports Entertainment Package

More entertainment in more rooms! HD in up to 4 rooms & cloud-based DVR service

FREE professional installation

**\$199<sup>99</sup>/mo**  
for the first 24 months with 2-year [agreement](#)

**Add To Cart**

[Pricing & Other Info.](#)

**More Triple Play Offers** 



- ✓ Watch hit movies and TV shows anytime, anywhere with XFINITY On Demand™. Plus, add HD and DVR service to enhance the experience.
- ✓ With the fastest in-home Wi-Fi, you get the speed you need to connect all of your devices — so you can do more of what you love in less time.
- ✓ XFINITY is your home for the most live sports, so you can keep up with your favorite teams.
- ✓ With XFINITY Voice you get unlimited nationwide talk and text— all from the home phone service with the best call clarity. Plus, stay in touch with family and friends abroad when you add one of our International Carefree Minutes plans to your XFINITY Triple Play.

## Find WiFi Hotspots in Tucson, Arizona

Connect on a more secure network. The XFINITY WiFi network now has enhanced security features at thousands of select hotspots nationwide:

Enjoy a more secure, encrypted online experience when you're on the go.

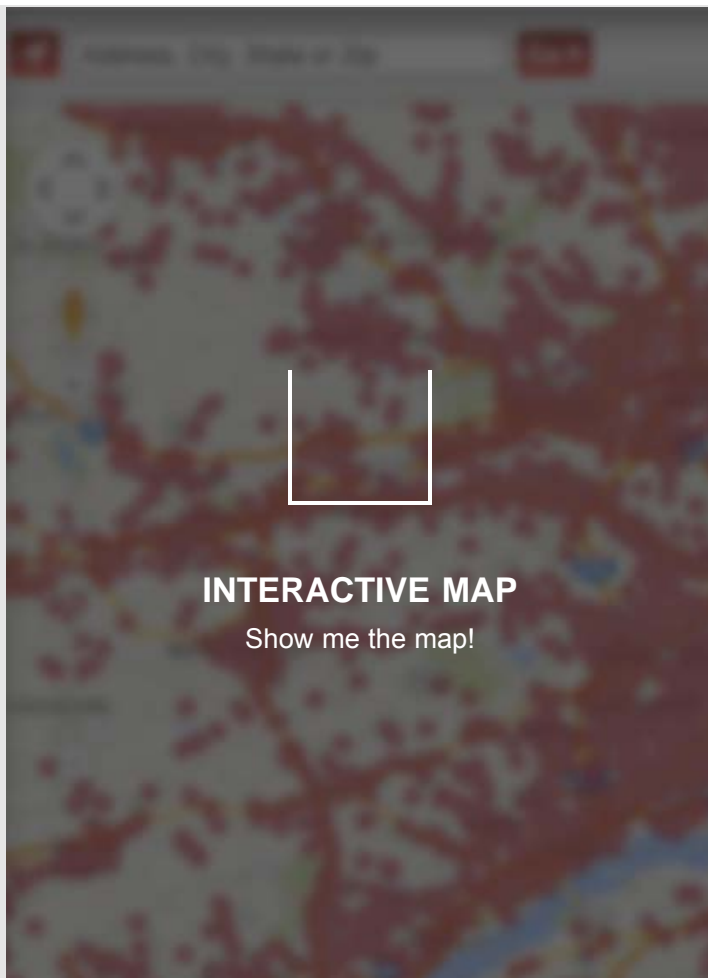
Keep your personal information safe while surfing around town.

Your device will connect seamlessly and automatically anytime you're in range of an XFINITY WiFi hotspot.

1

2

APP0195



## INTERACTIVE MAP

Show me the map!

## XFINITY WiFi APP

Find hotspots on the go.

Download today!



### XFINITY offers for Tucson, AZ

[See all available offers](#)

## More about XFINITY®

### Comcast Customer Guarantee™

Our customer guarantee is our promise to you.

[Learn more about the Comcast Customer Guarantee](#)



APP0196

## A new experience the X1 Platform

The X1 Entertainment Operating System™ - It's the simplest, fastest and most complete way to access all your entertainment on all your screens.

[Learn more](#)



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APP0198

# EXHIBIT 8



# Total Home®

Everything working together. Seamlessly.

Call 877.694.9474 to order today!

Check service in my area street address\* apt/suite zip code\* I'm moving here I'm a current customer submit

## Total Home® gives you total control

Never miss anything



### Total Home - Totally Connected

All of our best services work seamlessly in one simple package. Total Home includes everything that you need with one call, one connection, and one bill. Call 877.694.9474 to order today!

- Any-Room powered by TiVo®
- Stream powered by TiVo
- SL200 HDTV
- FREE HD
- Video On Demand
- High-Speed Internet
- WiFi@Home
- Suddenlink2GO®
- Unlimited U.S. Long Distance
- Voicemail TV Caller ID
- 24/7 VIP Customer Service
- SafeguardSM

Call 877.694.9474



## Why Suddenlink

Because peace of mind is simply better.





### Super-Fast Speeds

There's just nothing better. Our fiber network delivers speeds up to 150 Mbps (50X faster than phone company DSL). Plus, our world-class technical team and 24/7 customer support ensures outstanding service. Don't settle for slow DSL. Take the Speed Test Challenge to see how your current speeds compare. [Take the Challenge](#)



### Up to 200 Channels.

Enjoy up to 200 channels, including up to 100 FREE high definition channels and 50 FREE digital music channels. Plus, you can add up to 100 special interest channels for more sports, movies, and family programming tailored to your specific interest. [See what channels are available in your area.](#)



### Unlimited Local & Long Distance

No fees, no catches. With Suddenlink, you get unlimited calling in the U.S., Puerto Rico, Guam and the U.S. Virgin Islands. Dial back your cell phone minutes and keep in touch with friends and family across the country. Save and switch to Suddenlink. [View International Rates](#)



### All Together - Working Seamlessly

Total home, our premier package has everything you need. You are guaranteed to have the latest technology, our top of the line products, and superior local customer service.

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# EXHIBIT 9



ENJOY BETTER

DISCOVER TWC®

PLANS & PACKAGES

WATCH TV

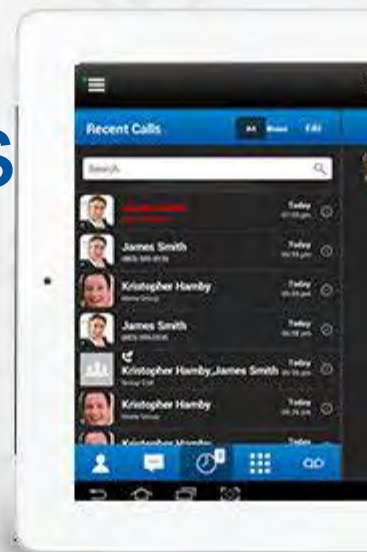
MY ACCOUNT

SUPPORT

# Phone service without boundaries

- Free calls to the US, Canada, Mexico, China, India and more
- Make and receive calls from anywhere

[Learn More](#)



## Internet

As Low As

**\$14<sup>99</sup>** per month

[Shop Plans](#)

## TV + Internet

Act Now

**\$44<sup>99</sup>** per month for 12 months

[Shop Plans](#)

## TV + Internet + Phone

As Low As

**\$89<sup>99</sup>** per month for 12 months

[Shop Plans](#)

## Most Popular Deals

[Learn More](#)

# Cable

## The TWC Advantage



### Calls to EU Included

Calls to European Union (EU) countries and Norway are now part of the Unlimited Calling plan.

[Learn About Phone >](#)



### TWC Sports Pass

Watch every touchdown from every game on Sunday afternoons with NFL RedZone from NFL Network.

[Get in the Game >](#)



### Watch TV Online

Watch TV on multiple devices - at home or on the go - with the TWC TV® app.

[Learn About TWC TV® >](#)



### TWC WiFi® Hotspots

You can enjoy more than 400,000 fast, reliable wireless connection locations.

[Stay Connected >](#)

## What's on TV?

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[On Demand](#)

[Local channel lineup](#)

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## What services do you want?



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[Phone](#)



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## Need help?

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Countdown to Christmas  
**Calendar of Cheer**  
SWEEPSTAKES

Enter for the chance to win a trip to St. Thomas.

[Enter Now >](#)

HOLIDAY BAKING  
**CHAMPIONSHIP SWEEPSTAKES**

Enter for a chance to win a trip to meet judge Duff Goldman.

[Enter Now >](#)

Sundays 9/8c **food**

**Cotto vs. Canelo**

Live on Pay-Per-View  
Saturday, November 21st  
9PM ET / 6PM PT

[Order Now >](#)



### Packages

Review our current offers and deals.

[See all packages >](#)



### Shop Now

Order TV, Internet and Phone services that fit you.

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### TWC Stores

Shop, pay your bill, exchange equipment at select locations.






[Find a location near you >](#)



### Contact TWC

Find answers to common questions, chat online or call us.

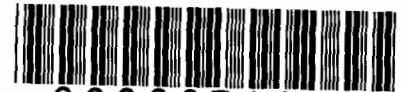
[Contact us >](#)

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TV	<a href="#">Ways to Pay Your Bill</a>	<a href="#">Program Your Remote</a>	<a href="#">Contact Us</a>	<a href="#">TWC News</a>	 <a href="#">Twitter</a>
Internet	<a href="#">Moving?</a>	<a href="#">Channel Lineup</a>	<a href="#">TWC Stores</a>	<a href="#">TWC Media</a>	 <a href="#">YouTube</a>
Phone	<a href="#">My Account</a>	<a href="#">Closed Captioning</a>	<a href="#">Channel Feedback</a>	<a href="#">Community Solutions</a>	 <a href="#">Untangled Blog</a>
IntelligentHome	<a href="#">TWC Apps</a>	<a href="#">Welcome to TWC</a>	<a href="#">Investor Relations</a>	<a href="#">Connect a Million</a>	 <a href="#">Mi Cultura</a>
	<a href="#">Check Email</a>	<a href="#">TV Parental Control</a>	<a href="#">Careers</a>	<a href="#">Minds</a>	
	<a href="#">On Demand</a>	<a href="#">Internet Safety</a>	<a href="#">Email Offers</a>	<a href="#">TWC Sportsnet</a>	
		<a href="#">Accessibility</a>		<a href="#">TWC Exclusives</a>	
				<a href="#">Espanol</a>	

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# EXHIBIT 10



0000034230

Arizona Corporation Commission

BEFORE THE ARIZONA CORPORATION COMMISSION

DOCKETED

MAR 15 1999

JIM IRVIN  
COMMISSIONER-CHAIRMAN  
TONY WEST  
COMMISSIONER  
CARL J. KUNASEK  
COMMISSIONER

DOCKETED BY [Signature]

IN THE MATTER OF THE APPLICATION OF  
COX ARIZONA TELCOM, INC. AND COX  
ARIZONA TELCOM II, L.L.C. USING THE  
FICTITIOUS NAME COX COMMUNICATIONS,  
FOR APPROVAL OF THE TRANSFER OF  
CERTIFICATE OF CONVENIENCE AND  
NECESSITY.

DOCKET NO. T-03242A-97-0681  
DOCKET NO. T-03471A-97-0681

DECISION NO. 61569

OPINION AND ORDER

DATE OF HEARING: February 22, 1999

PLACE OF HEARING: Phoenix, Arizona

PRESIDING OFFICER: Barbara M. Behun

APPEARANCES: Mr. Michael W. Patten, BROWN & BAIN, on behalf of Cox Arizona Telcom, Inc. and Cox Arizona Telcom II, L.L.C.;

Mr. Tobin Rosen, Principal Assistant City Attorney, City of Tucson, on behalf of the City of Tucson, Intervenor; and

Ms. Maureen A. Scott, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

**BY THE COMMISSION:**

Having considered the entire record herein and being fully advised in the premises, the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

**FINDINGS OF FACT**

1. Cox Arizona Telcom, Inc. ("Cox Inc.") is a Delaware corporation authorized to do business in the State of Arizona.

2. Cox Arizona Telcom II, L.L.C. ("Cox LLC") is a Delaware limited liability company authorized to do business in the State of Arizona. Cox LLC is doing business in Arizona under the name "Cox Communications".

3. Cox Inc. is certificated to provide intrastate telecommunications services, including local exchange services, pursuant to Decision No. 60285 (July 2, 1997).

1 4. Cox Inc. and CoxCom, Inc., the sole member of Cox LLC, are wholly-owned  
2 subsidiaries of Cox Communications, Inc.

3 5. On November 28, 1997, Cox Inc. and Cox LLC (collectively "Applicants") filed a  
4 joint application to transfer Cox Inc.'s Certificate to Cox LLC. Applicants requested that all assets,  
5 customer deposits and contractual obligations of Cox Inc. transfer to Cox LLC.

6 6. On December 14, 1998, the Commission's Utilities Division Staff ("Staff") filed a  
7 Staff Report in this matter.

8 7. By Procedural Order on January 5, 1999, the matter was set for a hearing on February  
9 22, 1999.

10 8. On January 25, 1999, Applicants filed a notice of filing affidavit of publication.

11 9. The City of Tucson ("City") requested intervention, which was granted on February  
12 10, 1999.

13 10. The hearing was held as scheduled on February 22, 1999. Applicants and Staff  
14 appeared through counsel and offered testimony regarding the application.

15 11. The City was present through counsel. Through examination of Applicants' witness,  
16 the City's issue regarding the timing of an application for a franchise and payment of a franchise fee  
17 was resolved to the City's satisfaction.

18 12. Applicants indicated that the proposed transfer was requested so that the parent  
19 company, Cox Communications, Inc., could obtain tax advantages.

20 13. According to the Applicants, Cox Communications, Inc. will provide the same  
21 financial and technical support to Cox LLC as it has to Cox Inc.

22 14. Applicants stated that Cox LLC will provide the same services to customers as  
23 presently being provided by Cox Inc.

24 15. Staff recommended approval of the transfer of the Certificate of Cox Inc. to Cox LLC.

25 **CONCLUSIONS OF LAW**

26 1. Applicants are public service corporations within the meaning of Article XV of the  
27 Arizona Constitution and A.R.S. §§ 40-281 and 40-282.

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2. The Commission has jurisdiction over Applicants and the subject matter of the application.

3. Notice of the application has been provided.

4. The transfer of the Certificate, assets, customer deposits and contractual liabilities of Cox Inc. to Cox LLC is in the public interest.

**ORDER**

IT IS THEREFORE ORDERED that the joint application of Cox Arizona Telcom, Inc. and Cox Arizona Telcom II, L.L.C. using the fictitious name Cox Communications, for the transfer of the Certificate, assets, customer deposits and contractual obligations of Cox Arizona Telcom, Inc. to Cox Arizona Telcom II, L.L.C. using the fictitious name Cox Communications, shall be, and is hereby, approved.

IT IS FURTHER ORDERED that this Decision shall become effective immediately.


BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

  
COMMISSIONER-CHAIRMAN

  
COMMISSIONER

  
COMMISSIONER

IN WITNESS WHEREOF, I, STUART R. BRACKNEY, Acting Executive Secretary of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this 15 day of MARCH 1999.

  
STUART R. BRACKNEY  
ACTING EXECUTIVE SECRETARY

DISSENT \_\_\_\_\_  
BMB:dap

1 SERVICE LIST FOR:

COX ARIZONA TELCOM, INC. and COX ARIZONA  
TELCOM II, L.L.C using the fictitious name C  
COMMUNICATIONS

2

3 DOCKET NOS.:

T-03242A-97-0681 and T-03471A-97-0681

4

5 Lex J. Smith  
6 Michael W. Patten  
7 BROWN & BAIN P.A.  
8 2901 North Central Avenue  
9 Post Office Box 400  
10 Phoenix, Arizona 85001-0400

11 Carrington Phillip, Esq.  
12 Vice President, Regulatory Affairs  
13 Cox Arizona Telcom II, L.L.C.  
14 1400 Lake Hearn Drive  
15 Atlanta, Georgia 30319

16 Tobin Rosen  
17 CITY OF TUCSON  
18 City Attorney's Office - Civil Division  
19 P.O. Box 27210  
20 Tucson, Arizona 85726-7210

21 Paul Bullis, Chief Counsel  
22 Legal Division  
23 ARIZONA CORPORATION COMMISSION  
24 1200 West Washington Street  
25 Phoenix, Arizona 85007

26 Director, Utilities Division  
27 ARIZONA CORPORATION COMMISSION  
28 1200 West Washington  
Phoenix, Arizona 85007

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# EXHIBIT 11

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**MERGER, 08/09/1999**

consisting of 5 pages, is a true and complete copy of the original of said document on file with this office for:

**COX ARIZONA TELCOM, L.L.C.**  
**ACC file number: R-0812329-6**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date:  
November 3, 2015.



*Jodi A. Jerich*  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: *Trish Alonzo*  
\_\_\_\_\_  
TRISH ALONZO

AZ. CORP. COMMISSION  
DELIVERED

AUG 09 1999

FILED BY

*Caroleyn Leason*

TERM

DATE

*8-9-99*

EFF: 8-9-99

COX ARIZONA TELCOM, INC. F-0775604-9

merging into

COX ARIZONA TELCOM II, L.L.C. R-0812329-6  
(survivor)

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

---

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"COX ARIZONA TELCOM, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "COX ARIZONA TELCOM II, L.L.C." UNDER THE NAME OF "COX ARIZONA TELCOM II, L.L.C.", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JULY, A.D. 1999, AT 9 O'CLOCK A.M.



  
\_\_\_\_\_  
Edward J. Freel, Secretary of State

2758820 8100M

991313773

AUTHENTICATION: 9894384

DATE: 07-29-99

**CERTIFICATE OF MERGER  
MERGING  
COX ARIZONA TELCOM, INC.  
INTO  
COX ARIZONA TELCOM II, L.L.C.**

Pursuant to Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, Cox Arizona Telcom II, L.L.C., a limited liability company formed and existing under the laws of the State of Delaware, does hereby certify as follows:

**FIRST:** The name and jurisdiction of formation or organization of each of the merging domestic limited liability companies or other business entities are as follows:

(1) Cox Arizona Telcom II, L.L.C. is a Delaware limited liability company, formed pursuant to the Delaware Limited Liability Company Act; and

(2) Cox Arizona Telcom, Inc. is a Delaware corporation, incorporated pursuant to the Delaware General Corporation Law.

**SECOND:** The Agreement and Plan of Merger of Cox Arizona Telcom, Inc. with and into Cox Arizona Telcom II, L.L.C. (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by Cox Arizona Telcom, Inc., in accordance with Section 264 of the Delaware General Corporation Law, and by Cox Arizona Telcom II, L.L.C., in accordance with Section 18-209 of the Delaware Limited Liability Company Act.

**THIRD:** The name of the surviving domestic limited liability company is Cox Arizona Telcom II, L.L.C.

**FOURTH:** The Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Date").

**FIFTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of Cox Arizona Telcom II, L.L.C., at 1400 Lake Hearn Drive, N.E., Atlanta, Georgia 30319.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by Cox Arizona Telcom II, L.L.C., upon request and without cost, to any member of Cox Arizona Telcom II, L.L.C. or to any stockholder of Cox Arizona Telcom, Inc.

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-1-

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 08:00 AM 07/27/1999  
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IN WITNESS WHEREOF, Cox Arizona Telcom II, L.L.C., the limited liability company surviving the Merger, has caused this Certificate of Merger to be executed by Andrew A. Merdek, its Secretary and duly authorized officer, this 22<sup>nd</sup> day of July, 1999.

COX ARIZONA TELCOM II, L.L.C.

By:   
Name: Andrew A. Merdek  
Title: Secretary





ARIZONA CORPORATION COMMISSION  
TRANSMITTAL FOR FAX FILING

To: ARIZONA CORPORATION COMMISSION  
Corporations Division  
1200 West Washington  
Phoenix, Arizona 85007

FAX NUMBER: 542-4100

FROM: Corporation Service Company (CSC)  
(Account Holder)

Advance Account Number: 1435 Fax Number: 234-9605

Contact Person: Shanna

Telephone Number: 234-9600

Corporation Name: Cof Arizona Telecom II, L.L.C.

Document Type: Merger R-0812329-6

Number of pages (including Transmittal) \_\_\_\_\_

X

PLEASE EXPEDITE THIS FILING AND CHARGE THE APPLICABLE FEE OF \$35.00 (PER FILING) TO MY ACCOUNT.

\*\*\*\*\*

The Corporation Commission hereby acknowledges receipt of the document type described herein. \*

(Date Stamp)

50. - Merger  
35. - etc

Filing fee(s) charged to your account in the amount of \$ 85.00

There is a problem with your transmittal. Please call the undersigned at your earliest convenience. Thank you.

Examiner Burdyn  
Telephone: 542-3572

\* All documents are subject to review before filing.

1200 WEST WASHINGTON, PHOENIX, ARIZONA 85007 / 400 WEST CONGRESS STREET, TUCSON, ARIZONA 85701

# EXHIBIT 12

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF CORRECTION, 08/09/1999**

consisting of 5 pages, is a true and complete copy of the original of said document on file with this office for:

**COX ARIZONA TELCOM, L.L.C.**  
**ACC file number: R-0812329-6**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date:  
November 3, 2015.



*Jodi A. Jerich*  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: *Trish Alonzo*  
\_\_\_\_\_  
TRISH ALONZO

STATE OF ARIZONA  
ACC/FAX  
DATE DELIVERED

AUG 09 1999

FILED 8-9-99  
TERM TIME  
BY [Signature]  
R-0812329-6

**CERTIFICATE CORRECTING  
APPLICATION FOR REGISTRATION**

(Under Section 29-805 of the Arizona Limited Liability Company Act)

To the Arizona Corporation Commission  
of the State of Arizona

It is hereby certified that:

1. The name of the foreign limited liability company (the "company") is Cox Arizona Telcom II, L.L.C.
2. The company was formed under the laws of the State of Delaware.
3. The Application for Registration to be hereby corrected was filed with the Arizona Corporation Commission on July 2, 1997.
4. The statement in the Application for Registration to be hereby corrected is hereinafter set forth in corrected form:
 

" FIRST: (A) The name of the Limited Liability Company is:

Cox Arizona Telcom, L.L.C. of ga"
5. The undersigned is a member of the company.

Date: July 29, 1999.

Signed and Acknowledged by:

COXCOM, INC., the Sole Member

By: [Signature]  
Name: Andrew A. Merdek  
Title: Secretary

*State of Delaware*

PAGE 1

**Office of the Secretary of State**

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "COX ARIZONA TELCOM II, L.L.C.", CHANGING ITS NAME FROM "COX ARIZONA TELCOM II, L.L.C." TO "COX ARIZONA TELCOM, L.L.C.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JULY, A.D. 1999, AT 9:01 O'CLOCK A.M.

2758820 8100  
991329224

9910561  
98-09-99



*Edward J. Freel*

Edward J. Freel, Secretary of State

AUTHENTICATION:  
DATE:

AUG. -05' 99 (MON) 14 29

**AMENDED AND RESTATED  
CERTIFICATE OF FORMATION  
OF  
CSC ARIZONA TELCOM II, L.L.C.**

Pursuant to Section 18-208 of the Delaware Limited Liability Company Act, **CSC Arizona Telecom II, L.L.C.**, a limited liability company formed and existing under the laws of the State of Delaware, does hereby certify as follows:

**FIRST:** The Certificate of Formation of **CSC Arizona Telecom II, L.L.C.** was duly recorded as filed by the Secretary of State of the State of Delaware on June 5, 1997.

**SECOND:** This Amended and Restated Certificate of Formation shall be effective upon filing with the Secretary of State of the State of Delaware (the "Effective Date").

**THIRD:** This Amended and Restated Certificate of Formation was duly recorded and is being filed in accordance with Section 18-208 of the Delaware Limited Liability Company Act.

**FOURTH:** The Certificate of Formation of **CSC Arizona Telecom II, L.L.C.** is hereby amended and restated in its entirety to be in the form set forth below as of the Effective Date:

**1. NAME**

The name of the limited liability company is **CSC Arizona Telecom, L.L.C.** (the "LLC").

**2. REGISTERED OFFICE AND AGENT**

The address of the LLC's registered office in the State of Delaware is 1013 Centre Road in the City of Wilmington, County of New Castle, Delaware 19801. The name of the LLC's registered agent at such address is Corporation Service Company.

**3. AUTHORIZED PERSON**

The name and address of the authorized person are **CSCCom, Inc., 1400 Lake Street Drive, N.E., Atlanta, Georgia 30319.**

CORPORATION 4 000000-1

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:03 AM 07/27/1999  
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CSC THE UNITED STATES CORPORATIO

TEL:302 674 8615

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IN WITNESS WHEREOF, Cox Arizona Telecom II, L.L.C., has caused this Amended and Restated Certificate of Formation to be executed by Andrew A. Merdick, its Secretary and duly authorized officer, this 22<sup>nd</sup> day of July, 1999.

COX ARIZONA TELCOM II, L.L.C.

By:   
Name: Andrew A. Merdick  
Title: Secretary



ARIZONA CORPORATION COMMISSION  
TRANSMITTAL FOR FAX FILING

TO: ARIZONA CORPORATION COMMISSION  
Corporations Division  
1200 West Washington  
Phoenix, Arizona 85007

FAX NUMBER: 542-4100

FROM: Corporation Service Company (CSC)  
(Account Holder)

Advance Account Number 1435 Fax Number 234-9605

Contact Person: Shanna

Telephone Number: 234-9600

Corporation Name: Cox Arizona Telecom, L.L.C.

Document Type: Name Change  
R-8818329-6

Number of pages (including Transmittal) \_\_\_\_\_

X

PLEASE EXPEDITE THIS FILING AND CHARGE THE APPLICABLE FEE OF \$35.00 (PER FILING) TO MY ACCOUNT.

\*\*\*\*\*

The Corporation Commission hereby acknowledges receipt of the document type described herein. \*

(Date Stamp)

LLC app. Reg. Chng - 10. -  
Exp. - 35. -

Filing fee(s) charged to your account in the amount of \$ 45.00

There is a problem with your transmittal. Please call the undersigned at your earliest convenience. Thank you.

Examiner Barclay

Telephone: 542-3512

\* All documents are subject to review before filing.

1200 WEST WASHINGTON, PHOENIX, ARIZONA 85007 / 401 WEST CONGRESS STREET, TUCSON, ARIZONA 85721



# EXHIBIT 13



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**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

MIKE GLEASON - Chairman  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

Arizona Corporation Commission

**DOCKETED**

APR 16 2007

DOCKETED BY	nr
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IN THE MATTER OF THE APPLICATION OF  
COMCAST PHONE OF ARIZONA, LLC DBA  
COMCAST DIGITAL PHONE FOR APPROVAL  
OF A CERTIFICATE OF CONVENIENCE AND  
NECESSITY TO PROVIDE RESOLD LONG  
DISTANCE, RESOLD LOCAL EXCHANGE AND  
FACILITIES-BASED LONG DISTANCE AND  
LOCAL EXCHANGE TELECOMMUNICAITONS  
SERVICES IN ARIZONA.

DOCKET NO. T-04293A-04-0870

DECISION NO. 69408

**OPINION AND ORDER**

DATE OF HEARING:	March 1, 2007
PLACE OF HEARING:	Phoenix, Arizona
ADMINISTRATIVE LAW JUDGE:	Yvette B. Kinsey
APPEARANCES:	Mr. Michael Patten, ROSHKA, DEWULF & PATTEN, on behalf of Comcast Phone of Arizona; and  Ms. Robin Mitchell, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

**BY THE COMMISSION:**

On December 6, 2004, Comcast Phone of AZ, LLC d/b/a Comcast Digital Phone ("Comcast" or "Applicant") submitted to the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate" or "CC&N" ) to provide resold long distance, resold local exchange and facilities-based long distance and local exchange telecommunications services within the State of Arizona. The Applicant also requested that its services be classified as competitive.

On December 13, 2004, the Commission's Utilities Division Staff ("Staff") filed a Letter of Insufficiency stating that the Applicant's application had not met the sufficiency requirements as outlined in the Arizona Administrative Code ("A.A.C.").

1 On February 2, 2005, Comcast filed responses to Staff's data requests.  
2 On February 7, 2005, Staff filed a second Letter of Insufficiency.  
3 On April 27, 2005, Comcast filed additional information in support of its application.  
4 On March 21, 2006, Staff filed a third Letter of Insufficiency.  
5 On October 6, 2006, Staff filed a fourth Letter of Insufficiency.  
6 On November 6, 2006, Comcast filed a Supplement to its application.  
7 On December 28, 2006, Staff filed a Staff Report recommending approval of Comcast's  
8 application subject to certain conditions.

9 On January 5, 2007, by Procedural Order, a hearing was scheduled to commence on March 1,  
10 2007, at 10:00 a.m.

11 On January 9, 2007, Comcast filed a Motion for Accelerated Procedural Schedule.

12 On January 17, 2007, by Procedural Order, Comcast's Motion was denied.

13 On February 22, 2007, Comcast filed a motion requesting that its witnesses be allowed to  
14 appear telephonically for the hearing scheduled March 1, 2007.

15 On February 23, 2007, by Procedural Order, the Applicant's request to appear telephonically  
16 was granted.

17 On March 1, 2007, a full public hearing was held before a duly authorized Administrative  
18 Law Judge of the Commission at its offices in Phoenix, Arizona. Comcast and Staff appeared  
19 through counsel at the hearing and presented evidence and testimony. Mr. Chris Rossie, President for  
20 the Communications Workers of America appeared to give public comments in this matter. At the  
21 conclusion of the hearing, the matter was taken under advisement pending submission of a  
22 Recommended Opinion and Order to the Commission.

23 \* \* \* \* \*

24 Having considered the entire record herein and being fully advised in the premises, the  
25 Commission finds, concludes, and orders that:

26 **FINDINGS OF FACT**

27 1. In Commission Decision No. 58926 (December 22, 1994), the Commission found that  
28 resold telecommunications providers ("resellers") are public service corporations subject to the

1 jurisdiction of the Commission.

2       2.       On December 6, 2004, Comcast filed an application for a CC&N to provide resold  
3 long distance, facilities-based long distance, resold local exchange and facilities-based local exchange  
4 telecommunications services in Arizona. Additionally, Comcast's application requested a  
5 determination that its proposed services should be classified as competitive.

6       3.       From February 2, 2005 to December 4, 2006, Comcast provided additional  
7 information in support of its application and on December 28, 2006, Staff filed its Staff Report  
8 recommending approval of Comcast's application subject to conditions.

9       4.       On March 1, 2007, a full public hearing was held in this matter. Mr. Chris Rossie,  
10 President of the Communications Workers of America, Local 7019, appeared at the hearing and  
11 presented public comments stating his union is concerned with the telecom industry in this state and  
12 he was in attendance to hear what opportunities Comcast may present in Arizona.

13       5.       According to Staff's Report, Comcast is not currently authorized to provide  
14 telecommunications services in any state; however, it has affiliates who are currently providing  
15 facilities-based and resold interexchange and local exchange telecommunications services, including  
16 exchange access services in all states except Alaska and Hawaii.

17       6.       Comcast is a subsidiary of Comcast Corporation, a cable company provider with over  
18 21 million customers. Due to its affiliation with the parent company and the more than 40 years of  
19 telecommunications experience by its executive team, Staff concluded that Comcast has the technical  
20 capabilities to provide the services it is requesting.

21       7.       According to Staff's Report, Comcast is an indirect, wholly owned subsidiary of  
22 Comcast Corporation and will rely on the financial capability of its corporate parent, to fund its  
23 operations in Arizona.

24       8.       According to Staff's Report, Comcast submitted a Form 10-K for Comcast  
25 Corporation, for the period ending December 31, 2005, which lists its total assets as exceeding \$103  
26 billion and net income of \$103 million.

27       9.       To protect Comcast's customers, Staff believes that advances, deposits, and/or  
28 prepayments paid by customers should be protected by a performance bond or an irrevocable sight

1 draft letter of credit.

2 10. Due to Comcast's request to provide multiple types of service, Staff believes Comcast  
3 should be required to secure a performance bond or irrevocable sight draft letter of credit that is an  
4 aggregate of the minimum performance bond or sight draft letter of credit amount for each type of  
5 telecommunications services Comcast requests.

6 11. Staff's Report recommends Comcast secure a performance bond or an irrevocable  
7 sight draft letter of credit in the amount of \$10,000 for resold long distance; \$25,000 for resold local  
8 exchange; \$100,000 for facilities-based long distance; and \$100,000 for facilities-based local  
9 exchange, for an aggregate total of \$235,000. Staff further recommends that the minimum bond  
10 amount should be increased if at any time it would be insufficient to cover advances, deposits, and/or  
11 prepayments collected from Comcast's customers. The bond amount should be increased in  
12 increments of \$117,500, and the increase should occur when the total amount of advances, deposits,  
13 and prepayments is within \$23,500 of the performance bond or irrevocable sight draft letter of credit  
14 amount.

15 12. Staff also recommends that Comcast provide proof of its performance bond or  
16 irrevocable sight draft letter of credit within 365 days of the effective date of an Order in this matter  
17 or 30 days prior to the provision of service, whichever comes first, and that the performance bond or  
18 irrevocable sight draft letter of credit remain in effect until further Order of the Commission.

19 13. Staff's Report states that if Comcast desires to discontinue service in Arizona it must  
20 file an application pursuant to A.A.C. R14-2-1107, and notify its customers and the Commission 60  
21 days prior to filing the application to discontinue service. Further, failure to meet the requirements  
22 under this rule will cause a forfeiture of Comcast's performance bond or irrevocable sight draft letter  
23 of credit.

24 14. Pursuant to A.A.C. R14-2-1109, Comcast may charge rates for service that are not less  
25 than its total service long-run incremental costs of providing service.

26 15. Comcast's proposed rates are for competitive services. In general, rates for  
27 competitive services are not set according to the rate of return regulation. According to Staff's  
28 Report, Comcast's fair value rate base ("FVRB") is zero. Staff reviewed the rates to be charged by

1 Comcast and believes they are just and reasonable as they are comparable to other competitive local  
2 carriers, local incumbent carriers and major long distance carriers operating in Arizona. Staff  
3 concluded that although Comcast's FVRB was considered, it should not be given substantial weight  
4 in this analysis.

5 16. Pursuant to A.A.C. R14-2-1308(A) and federal laws and rules, Comcast shall make  
6 number portability available to facilitate the ability of the customer to switch between authorized  
7 local carriers within a given wire center without changing their telephone number and without  
8 impairment to quality, functionality, reliability or convenience of use.

9 17. In compliance with A.A.C. R14-2-1204 (A), all telecommunications service providers  
10 that interconnect into the public switched network shall provide funding for the Arizona Universal  
11 Service Fund ("AUSF"). Comcast will contribute to the AUSF as required by the A.A.C.

12 18. The quality of service standards outlined for Qwest in Commission Decision No.  
13 59421 (December 20, 1995) applies to Comcast. However, Staff believes that because Comcast has  
14 not had any unsatisfactory service issues and will be operating in a competitive environment, the  
15 penalties outlined in the above referenced Decision should not apply.

16 19. Staff also believes that in areas where Comcast is the only local exchange service  
17 provider, Comcast should be prohibited from barring access to alternative local exchange service  
18 providers who wish to serve the area.

19 20. Comcast will provide all customers with 911 and E911 service where available, or will  
20 coordinate with incumbent local exchange carriers ("ILECs"), and emergency service providers to  
21 provide the service.

22 21. Pursuant to past Commission Decisions, Comcast may offer custom local area  
23 signaling services such as Caller ID and Call Blocking, so long as the customer is able to block or  
24 unblock each individual call at no additional cost.

25 22. Comcast must also offer Last Call Return service that will not return calls to telephone  
26 numbers that have the privacy indicator activated.

27 23. According to Staff's Report, Comcast has not had an application for service denied or  
28 revoked in any state, and there have been no formal compliant proceedings and no civil or criminal

1 proceedings involving Comcast.

2 24. According to Staff's Report, the Consumer Services Division showed no complaints  
3 filed against Comcast in Arizona.

4 25. Staff's Report also indicated that none of Comcast's officers, directors or partners  
5 have been involved in any civil or criminal investigations, or formal or informal complaints, and none  
6 of its officers, directors, or partners have been convicted of any criminal acts in the past ten (10)  
7 years.

8 26. Comcast has requested that its telecommunications in Arizona be classified as  
9 competitive. According to Staff, Comcast will be providing service in areas where ILECs, along with  
10 various competitive local exchange carriers ("CLECS") also provide service.

11 27. Staff recommends that Comcast's proposed services be classified as competitive  
12 because there are alternatives to Comcast's services; Comcast will have to convince customers to  
13 purchase its services; Comcast has no ability to adversely affect the local exchange or interexchange  
14 service markets; and Comcast will therefore have no market power in those local exchange or  
15 interexchange service markets where alternative providers to telecommunications services exist.

16 28. Staff recommends approval of Comcast's application for a CC&N to provide intrastate  
17 telecommunications services. Staff further recommends:

18

19 (a) That Comcast comply with all Commission Rules, Orders and other requirements  
20 relevant to the provision of the intrastate telecommunications services;

21

22 (b) That Comcast abide by the quality of service standards that were approved by the  
23 Commission for Qwest in Docket No. T-01051B-93-0183;

24

25 (c) That Comcast be prohibited from barring access to alternative local exchange  
26 service providers who wish to serve areas where Comcast is the only provider of  
27 the local exchange service facilities;

28

(d) That Comcast be required to notify the Commission immediately upon changes to  
its name, address or telephone number;

(e) That Comcast cooperate with Commission investigations including, but not limited  
to customer complaints;

- 1 (f) That although Staff considered the fair value rate base information submitted by  
2 Comcast, the fair value information provided was not given substantial weight in  
3 this analysis;
- 4 (g) That Comcast offer Caller ID with the capability to toggle between blocking and  
5 unblocking the transmission of the telephone number at no charge;
- 6 (h) That Comcast offer Last Call Return service that will not return calls to telephone  
7 numbers that have the privacy indicator activated; and
- 8 (i) That Comcast be authorized to discount its rates and service charges to the  
9 marginal cost of providing the services.

10 29. Staff further recommends Comcast comply with the following conditions within the  
11 timeframes outlined or Comcast's CC&N should be considered null and void, after due process.

- 12 (1) That Comcast docket conforming tariffs for each service it will provide, within 365  
13 days of the effective date of a Decision in this matter or 30 days prior to providing  
14 service in Arizona, whichever comes first. Additionally, the tariffs submitted to the  
15 Commission should coincide with the application and state that Comcast does not  
16 collect advances, deposits, and or/or prepayments from its customers.

17 (2) Comcast shall:

- 18 (a) Procure a performance bond or irrevocable sight draft letter of credit equal to  
19 \$235,000. The minimum performance bond or irrevocable sight draft letter of  
20 credit amount of \$235,000 should be increased if at any time it would be  
21 insufficient to cover advances, deposits, and/or prepayments collected from  
22 Comcast's customers. The performance bond or irrevocable sight draft letter of  
23 credit amount should be increased in increments of \$117,500. The increase should  
24 occur when the total amount of advances, deposits, and prepayments is within  
25 \$23,500 of the performance bond or irrevocable sight draft letter of credit amount.
- 26 (b) Docket proof of the performance bond or irrevocable sight draft letter of credit  
27 within 365 days of the effective date of a Decision in this matter or 30 days prior  
28 to the provision of service, whichever comes first. The performance bond or  
irrevocable sight draft letter of credit must remain in effect until further Order of  
the Commission.



1 (c) If at some time in the future Comcast does not collect advances, deposits and or  
2 prepayments from its customers, Comcast should be allowed to file a request for  
3 cancellation of its established performance bond or irrevocable sight draft letter of  
4 credit for the corresponding services. Such request must reference the Decision in  
5 this docket, and must explain Comcast's plans for cancelling those portions of the  
6 performance bond or irrevocable sight draft letter of credit.

7 30. Staff recommendations, as set forth herein are reasonable.

8 31. The rates proposed by this filing are for competitive services.

9 **CONCLUSIONS OF LAW**

10 1. Applicant is a public service corporation within the meaning of Article XV of the  
11 Arizona Constitution and A.R.S. §40-281 and 40-282.

12 2. The Commission has jurisdiction over Applicant and the subject matter of the  
13 application.

14 3. Notice of the application was given in accordance with the law.

15 4. A.R.S §§ 40-282 allows a telecommunications company to file an application for a  
16 CC&N to provide competitive telecommunications services.

17 5. Pursuant to Article XV of the Arizona Constitution, as well as the Arizona Revised  
18 Statutes, it is in the public interest for Applicant to provide the telecommunications services set forth  
19 in its application.

20 6. Applicant is a fit and proper entity to receive a CC&N authorizing it to provide  
21 competitive resold long distance, facilities-based long distance, resold local exchange and facilities-  
22 based local exchange telecommunications services in Arizona, subject to Staff's recommendations.

23 7. The telecommunications services that Applicant intends to provide are competitive  
24 within Arizona.

25 8. Pursuant to Article XV of the Arizona Constitution as well as the Competitive Rules,  
26 it is just and reasonable and in the public interest for Applicant to establish rates and charges that are  
27 not less than the Applicant's total service long-run incremental costs of providing the competitive  
28 services approved herein.



1 IT IS FURTHER ORDERED that if Comcast Phone of Arizona, LLC d/b/a Comcast Digital  
2 Phone fails to meet the conditions outlined in Findings of Fact No. 29, the Certificate of Convenience  
3 and Necessity conditionally granted herein shall become null and void, after due process.

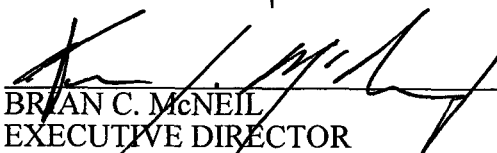
4 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

5 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

6  
7    
8 CHAIRMAN COMMISSIONER

9     
10 COMMISSIONER COMMISSIONER COMMISSIONER

11  
12 IN WITNESS WHEREOF, I, BRIAN C. McNEIL, Executive  
13 Director of the Arizona Corporation Commission, have  
14 hereunto set my hand and caused the official seal of the  
15 Commission to be affixed at the Capitol, in the City of Phoenix,  
16 this 16<sup>th</sup> day of April, 2007.

17   
18 BRIAN C. McNEIL  
19 EXECUTIVE DIRECTOR

20 DISSENT \_\_\_\_\_

21 DISSENT \_\_\_\_\_

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SERVICE LIST FOR:

COMCAST PHOENIX OF ARIZONA, LLC

DOCKET NO.:

T-04293A-04-0870

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# EXHIBIT 14



0000107844

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

Arizona Corporation Commission

DOCKETED

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IN THE MATTER OF THE APPLICATION OF MERCURY VOICE & DATA COMPANY FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE RESOLD LOCAL EXCHANGE, RESOLD LONG DISTANCE, FACILITIES-BASED LOCAL EXCHANGE, AND FACILITIES-BASED LONG DISTANCE TELECOMMUNICATIONS SERVICES.

DOCKET NO. T-20613A-08-0420

DECISION NO. 71480

OPINION AND ORDER

DATE OF HEARING: September 30, 2009
PLACE OF HEARING: Phoenix, Arizona
ADMINISTRATIVE LAW JUDGE: Sarah N. Harpring
APPEARANCES: Mr. Joseph N. Roth, OSBORN MALEDON, PA, on behalf of Mercury Voice & Data Company; and Mr. Wesley Van Cleve, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

BY THE COMMISSION:

This case involves an application by Mercury Voice & Data Company ("Mercury") for a Certificate of Convenience and Necessity ("CC&N") to provide competitive resold and facilities-based local exchange and competitive resold and facilities-based long distance telecommunications services in a service area including the entire State of Arizona.

\* \* \* \* \*

Having considered the entire record herein and being fully advised in the premises, the Commission finds, concludes, and orders that:

FINDINGS OF FACT

1. On August 8, 2008, Mercury filed with the Arizona Corporation Commission

1 (“Commission”) an application for a CC&N authorizing Mercury to provide resold and facilities-  
2 based local exchange and resold and facilities-based long distance telecommunications services in a  
3 service area including the entire State of Arizona. Mercury requested to have its services classified as  
4 competitive.

5 2. Between September 19, 2008, and March 13, 2009, the Commission’s Utilities  
6 Division Staff (“Staff”) issued three data requests, and Mercury provided three sets of data  
7 responses.<sup>1</sup>

8 3. On June 29, 2009, Staff issued a Staff Report in this matter, recommending approval  
9 of the application.

10 4. On July 20, 2009, a Procedural Order was issued scheduling a hearing in this matter  
11 for September 30, 2009, and establishing other procedural requirements and deadlines.

12 5. On August 14, 2009, Mercury filed an affidavit of publication showing that notice of  
13 the application and hearing had been published in *The Arizona Republic* on August 10, 2009.<sup>2</sup>

14 6. On September 30, 2009, a full evidentiary hearing in this matter was held before a  
15 duly authorized Administrative Law Judge of the Commission at the Commission’s offices in  
16 Phoenix, Arizona. Mercury and Staff appeared through counsel and provided evidence in the form of  
17 testimony and exhibits. Mercury provided the testimony of Shari Chesser, Director of Telephony and  
18 Business Services for Mercury, and Bill Severn, Chief Operating Officer for NPG Cable. Staff  
19 provided the testimony of Candrea Allen, Public Utility Analyst for Staff. No public comment was  
20 received.

21 **Fitness and Properness to Obtain a CC&N**

22 7. Mercury is a Missouri S corporation formed on April 28, 2006, and in operation since  
23 January 22, 2008. Mercury was authorized to transact business in the State of Arizona on August 4,  
24 2006, and is in good standing with the Commission’s Corporations Division.

25 8. Mercury is a wholly owned subsidiary of NPG Cable, which is a wholly owned  
26 subsidiary of News-Press & Gazette Company (“NPG”). (Tr. at 20-21.)

27 <sup>1</sup> Staff’s data requests were not docketed, and only Mercury’s second set of responses was docketed. However, all  
28 three of Mercury’s data responses were entered into evidence as exhibits.

<sup>2</sup> Official notice is taken of this filing, as it was not entered into evidence as an exhibit.

1           9.       Mercury provides telecommunications services in Missouri similar to the services for  
2 which it is requesting CC&N authorization in Arizona. Mercury has been providing voice services in  
3 Missouri since 2007 and holds a CC&N there. (Tr. at 11, 13.)

4           10.       Mercury stated in its application that neither it nor any of its officers, directors,  
5 partners, or managers has been or is currently involved in any formal or informal complaint  
6 proceeding before a state or federal regulatory commission, administrative agency, or law  
7 enforcement agency.

8           11.       Mercury stated in its application that neither it nor any of its officers, directors,  
9 partners, or managers has been or is currently involved in any civil or criminal investigation; has had  
10 judgment entered in any civil matter; has had judgment levied by an administrative or regulatory  
11 agency; or has been convicted of any criminal acts within the last 10 years.

12          12.       Ms. Chesser testified that there have been no changes in Mercury's key personnel  
13 since its application was filed. (Tr. at 22-23.)

14          13.       According to Staff, the Missouri Public Service Commission indicated that no formal  
15 or informal complaints have been filed against Mercury in Missouri, and Staff's search of the Federal  
16 Communications Commission's website revealed that no complaints have been filed against  
17 Mercury. (Ex. S-1.) Ms. Chesser also testified that no complaints have been filed against Mercury in  
18 Missouri. (Tr. at 22.) Staff's Consumer Services Section reports that there have been no complaints,  
19 inquiries, or opinions filed regarding Mercury in Arizona. (Ex. S-1.)

20          14.       Ms. Allen testified that Mercury is a fit and proper entity to receive a CC&N to  
21 provide the services for which it has requested CC&N authority. (Tr. at 35.)

22       **Technical Capabilities**

23          15.       Mercury currently operates in Arizona as a voice over internet protocol ("VOIP")  
24 provider. (Tr. at 13.) Mercury provides VOIP service in conjunction with Level 3, which is the  
25 back-office service switch provider. (Tr. at 16.) Mercury is the last-mile facilities provider for the  
26 VOIP services. (*Id.*) Mercury does not currently provide local service. (Ex. A-2.)

27          16.       NPG Cable has been providing voice services since 2005 and currently provides voice,  
28 video, and data services in Missouri, California, and Arizona. (Tr. at 11.) In Arizona, NPG Cable



1 currently serves Flagstaff, Sedona, Payson, Lake Havasu City, Parker, Bullhead, and Kingman. (*Id.*)  
2 Like Mercury, NPG Cable serves as the last-mile facilities provider for VOIP services, provided in  
3 conjunction with Level 3. (Tr. at 16.)

4 17. Ms. Chesser testified that a CC&N is not required to provide VOIP services because  
5 Level 3 is actually the carrier of record, and Level 3 has a CC&N to provide telecommunications  
6 services in Arizona.<sup>3</sup> (Tr. at 22.) It is actually Mercury and NPG Cable that interface with the  
7 customer and perform customer billing, however. (*Id.*) Ms. Allen testified to Staff's opinion that the  
8 VOIP services currently being provided by Mercury do not require a CC&N, as the Commission has  
9 not made a ruling on the regulation of VOIP. (Tr. at 35.)

10 18. Ms. Chesser testified that Mercury currently provides service in Arizona with Level 3<sup>4</sup>  
11 and would be able to provide service on its own once it is able to enter into interconnection  
12 agreements ("ICAs") with incumbent local exchange carriers ("ILECs"). (Tr. at 12.) Mercury  
13 initially intends to enter into an ICA with Frontier and has already been in discussions with Frontier  
14 to that end. (Tr. at 12, 22.) Mercury also intends to enter into ICAs with Qwest and Verizon. (Tr. at  
15 22.) Ms. Chesser testified that Mercury has already received requests for service from approximately  
16 30 potential business customers in Arizona. (Tr. at 12-13, 23.)

17 19. Mercury intends to market only business services, no residential services, (Tr. at 21),  
18 and intends to provide both local intraLATA and interLATA services in Arizona, (Tr. at 13).  
19 Mercury asserts that it does not need to construct any additional infrastructure in Arizona to provide  
20 such services. (Tr. at 13.) Mercury intends to provide facilities-based services in Arizona, (Tr. at  
21 20), but does not intend to own any infrastructure in Arizona, instead leasing infrastructure owned by  
22 NPG Cable, (Tr. at 26; Ex. A-1).<sup>5</sup>

23 20. Mercury currently has two employees in Arizona. (Tr. at 13.) NPG Cable, the entity  
24 that supports Mercury, currently has 205 employees in Arizona. (*Id.*) Mercury anticipates adding  
25

26 <sup>3</sup> We take official notice that Level 3 Communications, LLC, was granted a CC&N to provide resold and facilities-  
27 based local exchange, toll, and access telecommunications services throughout Arizona in Decision No. 61737 (June 4,  
1999).

28 <sup>4</sup> Mercury seeks the CC&N so that it can provide services itself, without such a partner. (Tr. at 27-28.)

<sup>5</sup> Mr. Severn testified that Mercury does not consider this to be resold service, although the lines will be owned by  
NPG Cable rather than by Mercury. (Tr. at 27.)

1 employees based on the revenues to be generated in Arizona should it receive a CC&N. (Tr. at 14.)

2 21. Mercury has three Directors, who also serve as Officers. (Ex. A-1.) Mr. Severn also  
3 serves as an Officer. (*Id.*) Mr. Severn has more than 19 years of experience in the  
4 telecommunications industry, including a number of years as the General Manager and then the Chief  
5 Operating Officer of NPG Cable. (*Id.*) Ms. Chesser has more than 13 years of experience in  
6 telecommunications operations, process, and product and project management, including several  
7 years with NPG Cable. (*Id.*) The four remaining key personnel identified by Mercury have more  
8 than 100 years of combined experience in the telecommunications industry. (*Id.*)

9 22. Staff believes that Mercury possesses the technical capabilities to provide the services  
10 it is requesting the authority to provide.

#### 11 **Financial Resources**

12 23. Mercury intends to rely on the financial resources of NPG in initiating service, in  
13 initially providing voice and data services in Arizona, and in procuring any necessary systems or  
14 facilities. (Ex. A-1.) But Mercury believes that it will generate enough revenue through its  
15 subscribers to provide adequate financing to support its operations on an ongoing basis. (*Id.*)

16 24. Mercury estimates that it will generate approximately \$900,000 in revenue from  
17 telecommunications services provided to Arizona customers during its first 12 months of operations  
18 and that its operating expenses during the same time period will be approximately \$750,000. (Ex. A-  
19 1.)

20 25. Mercury provided Staff audited 2008 financial statements for NPG showing total  
21 assets of \$219,121,638; total equity of \$85,206,827; and net income of \$1,420,463.<sup>6</sup> (Ex. S-1.)

22 26. Ms. Allen testified that, based on the financial information provided by Mercury,  
23 Mercury has the financial capability to provide the services for which it has requested CC&N  
24 authority. (Tr. at 34.)

#### 25 **Competitive Services/Proposed Rates**

26 27. Mercury has requested that the services to be provided under its CC&N be classified  
27

28 <sup>6</sup> Mercury requested that the consolidated financial statements of NPG and its subsidiaries be kept confidential except for the net assets, equity, and net income figures required for the Staff Report. (Ex. A-2.)

1 as competitive. (Ex. A-1.)

2 28. Staff confirms that Mercury would be providing local exchange service in areas in  
3 which an ILEC and competitive local exchange carriers (“CLECs”) are already providing services; in  
4 which ILECS have the ability to offer the same services that Mercury intends to offer; in which many  
5 CLECs and local exchange resellers also offer services substantially similar to those Mercury intends  
6 to offer; in which new entrants must depend upon ILECs for interconnection, to terminate traffic to  
7 customers, and to provide essential local exchange service elements until the new entrant’s own  
8 network is built; and in which ILECs have existing relationships with their customers and a virtual  
9 monopoly in the local exchange market. (Ex. S-1.) Likewise, Staff stated that numerous providers  
10 have been authorized to provide both facilities-based and resold interexchange services; that various  
11 ILECs provide intraLATA interexchange service; that the large facilities-based interexchange carriers  
12 hold a majority of the interLATA interexchange market; and that the ILECs provide a large portion  
13 of the intraLATA interexchange market. (*Id.*) Staff stated that Mercury will need to compete with  
14 the existing providers in order to obtain subscribers to its services and that Mercury is not expected to  
15 be able to exert market power. (*Id.*) Staff further stated that this competitive process should result in  
16 rates that are just and reasonable. (*Id.*)

17 29. Mercury projects that its Arizona jurisdictional assets used to provide  
18 telecommunications services to Arizona customers at the end of its first 12 months of operations will  
19 have a net book value of \$0. (Ex. A-1.) Staff determined that Mercury’s fair value rate base  
20 (“FVRB”) at the end of its first 12 months of operations will be equal to its projected net book value  
21 of \$0 and thus is too small to be useful in a fair value analysis. (Ex. S-1.) While Staff considered  
22 Mercury’s FVRB information, Staff determined that it should not be given substantial weight in the  
23 analysis of Mercury’s rates. (*Id.*)

24 30. Staff reviewed the rates in Mercury’s proposed tariffs and determined that they are  
25 comparable to the rates charged by CLECs, ILECs, and major long distance carriers operating in the  
26 State of Arizona. (Ex. S-1.) Ms. Allen testified that the tariffs only show the actual rates Mercury  
27 intends to charge, which means that those rates are also the maximum rates that may be charged. (Tr.  
28 at 33.)

**Performance Bond/Irrevocable Sight Draft Letter of Credit**

31. Mercury's proposed local exchange tariff allows Mercury to collect a deposit from any customer whose financial responsibility is not established to Mercury's satisfaction and to require a customer to provide an advance payment before services and facilities are furnished. (Ex. A-1 at Att. B, ACC Tariff No. 2, §§ 2.5.6 and 2.5.7.) Mercury's proposed long distance tariff does not allow Mercury to collect deposits or advance payments. (Ex. A-1 at Att. B, ACC Tariff No. 3, §§ 2.5.3 and 2.5.4.)

32. Staff stated that the Commission's current performance bond/irrevocable sight draft letter of credit ("ISDLOC") requirements are \$10,000 for resold long distance, if the provider collects advances, deposits, or prepayments from its long distance customers; \$25,000 for resold local exchange; \$100,000 for facilities-based long distance; and \$100,000 for facilities-based local exchange. (Ex. S-1.) Staff stated that the amount of the recommended performance bond/ISDLOC for a provider seeking to provide multiple services is an aggregate of the amount normally imposed for each type of service. (*Id.*) Thus, in this case, Staff recommends that Mercury be required to obtain a performance bond/ISDLOC in the amount of \$225,000. (*Id.*)

33. Ms. Chesser testified that Mercury is concerned about the Staff recommendation for Mercury to procure a \$225,000 performance bond or ISDLOC because Mercury does not currently require or collect any deposits on voice services, does not intend to collect customer deposits in Arizona, and believes that the performance bond/ISDLOC is an excessive financial burden. (Tr. at 9-10, 14, 24-25.) Ms. Chesser testified that the concern arose after Mercury looked into the cost of carrying a letter of credit because the costs of carrying bonds/ISDLOCs have increased and would equate to "quite a bit" of the revenue that Mercury would receive in Arizona. (Tr. at 9-10.) Ms. Chesser testified that a \$225,000 bond would cost \$4,500 per month, although she was unable to specify whether more than one financial institution had been contacted to obtain the price quote. (Tr. at 20.)

34. Mercury suggests that rather than being required to obtain a \$225,000 performance bond/ISDLOC as recommended by Staff, Mercury be required to obtain and file a bond/ISDLOC if Mercury desires to change its policy and to collect deposits, advances, or prepayments for any

1 telephone service, with the filing of the bond/ISDLOC required to be made 30 days in advance of  
2 Mercury's requesting any deposit, advance, or prepayment. (See Tr. at 10.)

3 35. Ms. Chesser was unable to explain why Mercury's proposed tariff includes a provision  
4 for collection of customer deposits, as she said that Mercury has never collected deposits for either  
5 local or long-distance voice service. (Tr. at 14-15.) Mr. Chesser confirmed, however, that the  
6 proposed tariff filed with Mercury's application allows for both deposits and advance payments to be  
7 charged.<sup>7</sup> (Tr. at 18.) Mercury is willing to obtain and maintain a bond/ISDLOC if it is collecting  
8 deposits or advance payments, but otherwise objects to a bond/ISDLOC requirement, although it is  
9 willing and financially able to comply with it. (Tr. at 19-20, 24-25.)

10 36. Ms. Allen testified that the purpose of a performance bond/ISDLOC is to protect and  
11 secure customer deposits and to protect customers in the event that a provider goes out of business.  
12 (Tr. at 30-31.) Ms. Allen testified that Staff's standard recommendation is for a performance  
13 bond/ISDLOC in the amount of \$225,000 to be procured by a provider planning to provide resold  
14 local exchange, facilities-based local exchange, and facilities-based long distance services regardless  
15 of whether the provider intends to collect deposits or advance payments. (Tr. at 31-32.) Staff  
16 recommends a bond/ISDLOC of \$100,000 for each type of facilities-based service and a  
17 bond/ISDLOC of \$25,000 for resold local exchange, for a combined total of \$225,000. (Tr. at 32.)  
18 Ms. Allen also testified that Staff recommends for the bond/ISDLOC to be increased based on  
19 Mercury's accumulating a certain level of deposits and advance payments. (Tr. at 32-33.)

## 20 Regulatory Requirements

21 37. A.A.C. R14-2-1308(A) requires a local exchange carrier to make local number  
22 portability available to facilitate the ability of a customer to switch between authorized local carriers  
23 within a given wire center without changing the customer's telephone number and without  
24 impairment of quality, functionality, reliability, or convenience of use.

25 38. A.A.C. R14-2-1204(A) requires all telecommunications service providers that  
26 interconnect to the public switched network to provide funding for the Arizona Universal Service  
27

28 <sup>7</sup> Mercury's responses to Staff's second set of data requests also states that Mercury intends to collect advances and/or deposits for local exchange service, but not for long distance service. (Ex. A-3.)

1 Fund ("AUSF"). A.A.C. R14-2-1204(B)(3)(a) requires new telecommunications service providers  
2 that begin providing basic local exchange service after April 26, 1996, to pay AUSF charges as  
3 provided under A.A.C. R14-2-1204(B)(1) and those that begin providing toll service after April 26,  
4 1996, to pay AUSF charges as provided under A.A.C. R14-2-1204(B)(2). A.A.C. R14-2-  
5 1204(B)(3)(b) requires all other telecommunications service providers that interconnect to the public  
6 switched network and begin providing telecommunications service after April 26, 1996, to make  
7 written elections as to how they will be categorized for purposes of AUSF assessments.

8         39. Commission rules require Mercury to file a tariff for each competitive service that  
9 states the maximum rate as well as the effective (actual) price that will be charged for the service.  
10 Under A.A.C. R14-2-1109(A), the minimum rate for a service must not be lower than the total  
11 service long-run incremental cost of providing the service. Any change to Mercury's effective price  
12 for a service must comply with A.A.C. R14-2-1109, and any change to the maximum rate for a  
13 service in Mercury's tariff must comply with A.A.C. R14-2-1110.

14         40. A.A.C. R14-2-1201(6)(d) requires that basic local exchange telephone service include  
15 access to emergency services, including but not limited to emergency 911. In its application,  
16 Mercury certified that, in accordance with A.A.C. R14-2-1201(6)(d) and 47 C.F.R. §§ 64.3001 and  
17 64.3002,<sup>8</sup> it will provide all customers with 911 and E911 services, where available, or will  
18 coordinate with ILECs and emergency service providers to provide 911 and E911 services. (Ex. A-  
19 1.)

20         41. A.A.C. R14-2-1901 et seq. establish requirements to protect Arizona consumers from  
21 unauthorized carrier changes ("slamming") and apply to each public service corporation providing  
22 telecommunications services within the State of Arizona and over which the Commission has  
23 jurisdiction.

24         42. A.A.C. R14-2-2001 et seq. establish requirements to protect Arizona consumers from  
25 unauthorized carrier charges ("cramming") and apply to each public service corporation providing  
26 telecommunications services within the State of Arizona and over which the Commission has

27 <sup>8</sup> 47 C.F.R. § 64.3001 requires all telecommunications carriers to transmit all 911 calls to a public safety answering  
28 point ("PSAP"), to a designated statewide default answering point, or to an appropriate local emergency authority as set  
forth in 47 C.F.R. § 64.3002.

1 jurisdiction.

2 43. A.A.C. R14-2-1107 requires a competitive telecommunications service provider to file  
3 an application for authorization with the Commission before it discontinues service; the rule also  
4 establishes customer notice requirements and other requirements related to discontinuance of service.

5 **Staff's Recommendations**

6 44. Ms. Allen testified that, in Staff's opinion, it is in the public interest to grant  
7 Mercury's application for a CC&N. (Tr. at 30.)

8 45. Staff recommends approval of Mercury's application to provide resold and facilities-  
9 based local exchange and resold and facilities-based long distance telecommunications services in  
10 Arizona and further recommends:

- 11 a. That Mercury be ordered to comply with all Commission rules, orders, and  
12 other requirements relevant to the provision of intrastate telecommunications  
13 services;
- 14 b. That Mercury be ordered to abide by the quality of service standards that were  
15 approved for Qwest (formerly known as U.S. West) in Docket No. 01051B-93-  
16 0183 (Decision No. 59421), without application of the penalties therein;
- 17 c. That Mercury be prohibited from barring access to alternative local exchange  
18 service providers who wish to serve areas where Mercury is the only provider  
19 of local exchange service facilities;
- 20 d. That Mercury be required to notify the Commission immediately upon changes  
21 to Mercury's name, address, or telephone number;
- 22 e. That Mercury be ordered to cooperate with Commission investigations,  
23 including but not limited to those regarding customer complaints;
- 24 f. That Mercury be ordered to offer Caller ID with the capability to toggle  
25 between blocking and unblocking the transmission of the telephone number at  
26 no charge;
- 27 g. That Mercury be ordered to offer Last Call Return service that will not return  
28 calls to telephone numbers that have the privacy indicator activated;

- 1           h.     That the Commission authorize Mercury to discount its rates and service  
2           charges to the marginal cost of providing the services;
- 3           i.     That Mercury's proposed services be classified as competitive; and
- 4           j.     That if, in the future, Mercury wants to collect advances and/or deposits from  
5           its interexchange customers, Mercury be required to file an application with  
6           the Commission for Commission approval, which application shall reference  
7           this Decision and shall explain Mercury's plans for increasing its performance  
8           bond/ISDLOC.

9           46.    Staff further recommends that Mercury be ordered to comply with the following by  
10          the time provided, with no extension of time permitted, and that its CC&N be rendered null and void,  
11          after due process, if it fails to do so:

- 12           a.    Mercury shall, within 365 days from the date of an Order in this matter or 30  
13           days prior to providing service, whichever comes first, docket conforming  
14           tariffs for each service within its CC&N, which tariffs shall coincide with the  
15           application and state that Mercury does not collect deposits from its  
16           interexchange customers;
- 17           b.    Mercury shall procure a performance bond or ISDLOC in the amount of  
18           \$225,000, which minimum amount shall be increased, in increments of  
19           \$112,500, when the total amount of the advances and/or deposits collected  
20           from Mercury's customers is within \$22,500 of the bond amount or ISDLOC  
21           amount;
- 22           c.    Mercury shall file the original performance bond or ISDLOC with the  
23           Commission's Business Office and copies of the performance bond/ISDLOC  
24           with Docket Control, as a compliance item in this docket, within 30 days of the  
25           effective date of a Decision in this matter; and
- 26           d.    Mercury shall maintain the original performance bond/ISDLOC in effect until  
27           further Order of the Commission.

28          47.    Mercury is willing to comply with all of Staff's recommendations made in the Staff



1 Report, although it would prefer not to be required to obtain a performance bond or ISDLOC until it  
2 actually collects advance payments or deposits. (Tr. at 10-11, 16, 24-25.)

3 48. Staff recommends that the Commission draw on the performance bond/ISDLOC on  
4 behalf of, and for the sole benefit of, Mercury's customers if the Commission finds, in its discretion,  
5 that Mercury is in default of its obligations arising from its CC&N and that the Commission use the  
6 performance bond/ISDLOC funds, as appropriate, to protect Mercury's customers and the public  
7 interest and take any and all actions the Commission deems necessary, in its discretion, including but  
8 not limited to returning prepayments or deposits collected from Mercury's customers.

9 49. As Staff explained, a performance bond/ISDLOC is typically required for resold and  
10 facilities-based local exchange providers and facilities-based long distance providers regardless of  
11 whether those providers collect deposits, advances, or prepayments from their customers. This  
12 requirement is designed, at least in part, to ensure that customers are not left with no service and no  
13 means of being made whole in the event that additional funds must be expended to obtain  
14 replacement service. Although we understand Mercury's concern about the expense of obtaining a  
15 performance bond/ISDLOC in the amount of \$225,000, we believe that such a bond/ISDLOC is  
16 necessary to protect Mercury's potential customers from future loss of service. In addition, we note  
17 that Mercury's position on advance payments and deposits for local exchange customers is  
18 inconsistent and that the possibility for advance payments and/or deposits to be collected from  
19 Mercury's future local exchange customers makes it even more appropriate to require a performance  
20 bond/ISDLOC at this time, to further protect those local exchange customers from the loss of any  
21 advance payments and/or deposits held by Mercury should Mercury go out of business or otherwise  
22 be unable to provide service in the future.

23 50. Staff has recommended that Mercury be prohibited from obtaining an extension of  
24 time to comply with the conditions in Findings of Fact No. 46. We do not believe that such a  
25 prohibition is necessary in this case, as Mercury does not have a history of failing to comply with  
26 deadlines and requesting numerous extensions of time. Rather, we believe that it is appropriate to  
27 modify the deadline for obtaining and filing the required performance bond/ISDLOC to require that  
28 the original performance bond/ISDLOC be filed with the Commission's Business Office and copies

1 filed with Docket Control, as a compliance item in this docket, within 90 days after the effective date  
2 of this Decision or at least 10 days before Mercury's first customer under its CC&N is served,  
3 whichever comes first, and to require Mercury to file, as a compliance item in this docket, notice of  
4 when its first customer is served. This is consistent with our recent Decision in Docket No. T-  
5 20618A-08-0469, regarding iBasis Retail, Inc., and should be a more practical means of achieving  
6 compliance without the need for deadline extensions. We are not making any change to the deadline  
7 for Mercury to file its conforming tariffs.

8 51. Staff's recommendations in Findings of Fact Nos. 45 and 46, as modified in Findings  
9 of Fact No. 50, are reasonable and should be adopted.

#### 10 CONCLUSIONS OF LAW

11 1. Upon receiving a CC&N, Mercury will be a public service corporation within the  
12 meaning of Article XV of the Arizona Constitution and A.R.S. §§ 40-281 and 40-282.

13 2. The Commission has jurisdiction over Mercury and the subject matter of the  
14 application.

15 3. Notice of Mercury's application was given in accordance with the law.

16 4. A.R.S. § 40-282 allows a telecommunications company to file an application for a  
17 CC&N to provide competitive telecommunications services.

18 5. Pursuant to Article XV of the Arizona Constitution and the Arizona Revised Statutes,  
19 it is in the public interest for Mercury to provide the telecommunications services for which it has  
20 requested authorization in its application.

21 6. Mercury is a fit and proper entity and has the technical capabilities and financial  
22 resources necessary to receive a CC&N to provide resold and facilities-based local exchange and  
23 resold and facilities-based long distance telecommunications services.

24 7. The telecommunications services that Mercury desires to provide are competitive in  
25 Arizona.

26 8. Pursuant to Article XV of the Arizona Constitution and 14 A.A.C. 2, Article 11, it is  
27 just and reasonable and in the public interest for Mercury to establish rates and charges for  
28 competitive services that are not less than Mercury's total service long-run incremental costs of

1 providing the competitive services approved herein.

2 9. Staff's recommendations set forth in Findings of Fact Nos. 45 and 46, as modified in  
3 Findings of Fact No. 50, are reasonable and should be adopted.

4 10. Mercury's FVRB is not useful in determining just and reasonable rates for the  
5 competitive services it proposes to provide to Arizona customers.

6 11. Mercury's rates, as they appear in its proposed tariffs, are just and reasonable and  
7 should be approved.

8 **ORDER**

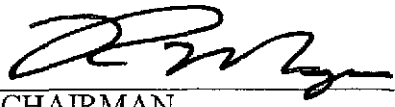
9 IT IS THEREFORE ORDERED that the application of Mercury Voice & Data Company for  
10 a Certificate of Convenience and Necessity to provide resold and facilities-based local exchange and  
11 resold and facilities-based long distance telecommunications services in Arizona is hereby granted,  
12 conditioned upon compliance with Staff's recommendations set forth in Findings of Fact Nos. 45 and  
13 46, as modified in Findings of Fact No. 50.

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1 IT IS FURTHER ORDERED that if Mercury Voice & Data Company fails to meet the  
2 conditions outlined in Findings of Fact No. 46 within the timeframes therein, as modified in Findings  
3 of Fact No. 50, the Certificate of Convenience and Necessity conditionally granted herein shall  
4 become null and void after due process.

5 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

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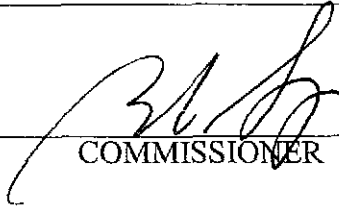
9 CHAIRMAN




COMMISSIONER

10 

11 COMMISSIONER



COMMISSIONER



COMMISSIONER

12  
13 IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,  
14 Executive Director of the Arizona Corporation Commission,  
15 have hereunto set my hand and caused the official seal of the  
16 Commission to be affixed at the Capitol, in the City of Phoenix,  
17 this 3rd day of FEBRUARY, 2010.



18 ERNEST G. JOHNSON  
19 EXECUTIVE DIRECTOR

20 DISSENT \_\_\_\_\_

21 DISSENT \_\_\_\_\_

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SERVICE LIST FOR: MERCURY VOICE & DATA COMPANY

DOCKET NO.: T-20613A-08-0420

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# EXHIBIT 15



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BEFORE THE ARIZONA CORPORATION C

COMMISSIONERS

Arizona Corporation Commission

DOCKETED

KRISTIN K. MAYES, Chairman  
GARY PIERCE  
PAUL NEWMAN  
SANDRA D. KENNEDY  
BOB STUMP

DOCKETED BY	nr
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IN THE MATTER OF THE APPLICATION OF  
 TIME WARNER CABLE INFORMATION  
 SERVICES (ARIZONA), LLC, DBA TIME  
 WARNER CABLE, FOR APPROVAL OF A  
 CERTIFICATE OF CONVENIENCE AND  
 NECESSITY TO PROVIDE RESOLD AND  
 FACILITIES-BASED LOCAL EXCHANGE  
 TELECOMMUNICATIONS SERVICES AND  
 RESOLD AND FACILITIES-BASED LONG  
 DISTANCE TELECOMMUNICATIONS  
 SERVICES.

DOCKET NO. T-20449A-08-0044

DECISION NO. 71169

OPINION AND ORDER

DATE OF HEARING: April 23, 2009

PLACE OF HEARING: Phoenix, Arizona

ADMINISTRATIVE LAW JUDGE: Sarah N. Harpring

APPEARANCES: Ms. Joan S. Burke, Osborn Maledon, on behalf of Time Warner Cable Information Services (Arizona), LLC, dba Time Warner Cable; and  
 Ms. Maureen Scott, Senior Staff Counsel, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

**BY THE COMMISSION:**

This case involves an application by Time Warner Cable Information Services (Arizona), LLC, dba Time Warner Cable ("TWCIS"), for a Certificate of Convenience and Necessity ("CC&N") to provide resold and facilities-based local exchange and resold and facilities-based long distance telecommunications services in a service area including the entire State of Arizona.

\* \* \* \* \*

Having considered the entire record herein and being fully advised in the premises, the Commission finds, concludes, and orders that:

**FINDINGS OF FACT**

1  
2 1. On January 23, 2008, TWCIS filed with the Arizona Corporation Commission  
3 (“Commission”) an application for a CC&N authorizing it to provide resold and facilities-based local  
4 exchange and resold and facilities-based long distance telecommunications services in a service area  
5 including the entire State of Arizona.<sup>1</sup>

6 2. On April 18, 2008, the Commission’s Utilities Division Staff (“Staff”) issued a Letter  
7 of Insufficiency and First Set of Data Requests, to which TWCIS filed responses, including a revised  
8 proposed tariff, on July 9, 2008.

9 3. On February 12, 2009, Staff issued a Staff Report in this matter, recommending  
10 approval of the application.

11 4. On February 13, 2009, a Procedural Order was issued scheduling a hearing in this  
12 matter for April 23, 2009, and establishing other procedural requirements and deadlines.

13 5. On March 19, 2009, TWCIS filed an affidavit of publication showing that notice of  
14 the application and hearing had been published in *The Arizona Republic* on March 13, 2009.<sup>2</sup>

15 6. On April 23, 2009, a full evidentiary hearing in this matter was held before a duly  
16 authorized Administrative Law Judge of the Commission at the Commission’s offices in Phoenix,  
17 Arizona. TWCIS and Staff appeared through counsel and provided evidence in the form of testimony  
18 and exhibits. TWCIS provided the testimony of Vincent M. Paladini, Senior Regulatory Counsel for  
19 Time Warner Cable, Inc. (“Time Warner Cable”), TWCIS’s parent company. Staff provided the  
20 testimony of Armando Fimbres, Staff Public Utility Analyst. Staff was requested to file, as a late-  
21 filed exhibit, its revised recommendation for TWCIS to file conforming tariffs.

22 7. On April 30, 2009, Staff filed its late-filed exhibit, to which TWCIS filed a response  
23 on May 14, 2009, indicating no objection to the revised recommendation.

**Fitness and Properness to Obtain a CC&N**

24  
25 8. TWCIS is a Delaware limited liability company authorized to transact business in the  
26

27 <sup>1</sup> TWCIS initially also requested authorization to provide alternative operator services, but subsequently withdrew that  
request.

28 <sup>2</sup> Although the notice published did not conform to the font size requirements prescribed in the Procedural Order, the  
substantive information provided did conform, and Staff stated at hearing that it believed the notice was sufficient.



1 State of Arizona since February 2006. TWCIS is in good standing with the Commission's  
2 Corporations Division.

3 9. TWCIS is a wholly owned subsidiary of Time Warner Cable, a public company traded  
4 on the New York Stock Exchange. Time Warner Cable provides video, data, and voice service to  
5 residential and commercial customers in the United States and, as of December 31, 2007, served  
6 approximately 14.6 million customers primarily in New York, North Carolina, South Carolina, Ohio,  
7 California, and Texas. Time Warner Cable is a subsidiary of Time Warner, Inc.

8 10. TWCIS currently holds a CC&N to provide facilities-based non-switched dedicated  
9 point-to-point data transport telecommunications services in Yuma County, Arizona, as a result of  
10 Decision No. 68824 (June 29, 2006), in which the assets and CC&N of ACC Telecommunications,  
11 LLC, dba Adelphia LLC, were transferred to TWCIS. If the CC&N requested in this matter is  
12 granted, TWCIS will apply to cancel the CC&N transferred to it through Decision No. 68824 because  
13 it will become obsolete. (Tr. at 26-27.) TWCIS chose to apply for a new CC&N in this matter rather  
14 than an extension of its existing CC&N because TWCIS believes that it is "cleaner" to start fresh and  
15 that it can be difficult to locate files and understand information related to a CC&N that was  
16 originally issued to another company. (Tr. at 26.)

17 11. TWCIS has not applied for authority to provide telecommunications services in any  
18 other state.

19 12. TWCIS testified that neither it nor any of its officers, directors, or managers has been  
20 or is currently involved in any formal or informal complaint proceedings before a state or federal  
21 regulatory commission, administrative agency, or law enforcement agency. (Tr. at 19-20.)

22 13. TWCIS stated in its application that neither it nor any of its officers, directors, or  
23 managers is currently involved in any civil or criminal investigation; has been involved in any civil or  
24 criminal investigation; has had judgment entered in any civil matter or by any administrative or  
25 regulatory agency; or has been convicted of any criminal act within the last 10 years.

26 14. Staff reports that there have been no formal complaint proceedings involving TWCIS,  
27 that there have been no civil or criminal proceedings against TWCIS, and that TWCIS has no history  
28 of complaints in Arizona.

1 **Technical Capabilities**

2 15. TWCIS has been providing facilities-based, non-switched, dedicated point-to-point  
3 data transport telecommunications services in Yuma County since approximately June 2006. TWCIS  
4 currently has a few customers who purchase only data telecommunications services and receive no  
5 voice services from TWCIS. (Tr. at 12, Ex. A-1.)

6 16. Although TWCIS has applied for a CC&N that would provide very broad authority,  
7 TWCIS initially intends to make available only non-switched local or interexchange services and  
8 limited switched access services, all using existing facilities in Yuma County. (Tr. at 14-16.)

9 17. TWCIS also intends to pursue an interconnection agreement with Qwest to allow it to  
10 provide a greater variety of services, (Tr. at 14), but does not at this time intend to offer services to  
11 residential customers, (Tr. at 17). One of TWCIS's goals in obtaining the broad CC&N authority  
12 requested is to acquire status as a competitive local exchange carrier ("CLEC"), because CLECs  
13 qualify for certain treatment under the law, and CLEC status will place it in a better position to  
14 negotiate with incumbent local exchange providers ("ILECs"), such as Qwest. (Tr. at 30.)

15 18. TWCIS also chose to apply for broad authority in this matter to obviate the need for  
16 CC&N expansion proceedings in the future and the delay in bringing additional services to market  
17 that such proceedings would involve. (*See* Tr. at 40.)

18 19. TWCIS intends to file additional tariffs in the future as it decides to expand the  
19 services that it will provide beyond those included in the revised proposed tariff filed in this matter.  
20 (Tr. at 17.) TWCIS did not include in the tariff any products that it is not yet ready to market, both  
21 for competitive reasons and because a description of the services at this time could prove to be  
22 inaccurate when a product is ready to go to market. (Tr. at 22.) TWCIS testified that it would not be  
23 possible, within a year, for it to provide a conforming tariff for every service it would be authorized  
24 to provide under the CC&N requested. (Tr. at 29.) Staff described TWCIS's proposed tariff as an  
25 "access tariff." (Tr. at 36.)

26 20. Through contract, TWCIS can use all of the facilities of Time Warner Cable, which  
27 owns a fiber-based network that can be used to provide a variety of different communications  
28 services, some of which are regulated by the Commission as telecommunications services. (Tr. at 20.)

1 Indeed, TWCIS has access to the facilities, personnel, and finances of Time Warner Cable and its  
2 affiliates, including fiber, coaxial, last-mile facilities, trucks, engineers, installers, and marketing  
3 personnel. (Tr. at 24.) Time Warner Cable intends for TWCIS to be the retail provider and wholesale  
4 provider of telecommunications services that are within the Commission's jurisdiction. (Tr. at 20-21.)  
5 Time Warner Cable essentially uses a franchise model, with TWCIS and other affiliates rolling up to  
6 a regional organization and ultimately to Time Warner Cable headquarters for support. (Tr. at 24.)

7 ~~21. TWCIS does not currently own any of its own facilities, but desires to have the~~  
8 authority to do so if it makes good business sense in the future. (Tr. at 24-25.)

9 22. Staff believes that TWCIS possesses the technical capabilities to provide the services  
10 it is requesting the authority to provide.

#### 11 **Financial Resources**

12 23. TWCIS estimated that it will generate less than \$250,000 in revenue from  
13 telecommunications services provided to Arizona customers during its first 12 months of operations  
14 and that its operating expenses during the same time period will be less than \$80,000.

15 24. TWCIS will rely on the financial capability of Time Warner Cable to fund its  
16 operations in Arizona and will receive working capital from Time Warner Cable as needed.

17 25. For the period ending December 31, 2007, Time Warner Cable had total assets of  
18 \$56.6 billion and net income of \$1.1 billion.

19 26. Staff believes that TWCIS, as a wholly owned subsidiary of Time Warner Cable, will  
20 have access to capital resources as well as banking relationships that will permit it to provide the  
21 services it is requesting the authority to provide.

#### 22 **Proposed Rates**

23 27. TWCIS will be providing service in areas where an ILEC and various CLECs are  
24 currently providing telephone service. TWCIS will need to compete with those providers to obtain  
25 customers. Thus, TWCIS is not expected to be able to exert market power, and the competitive  
26 process should result in rates that are just and reasonable.

27 28. TWCIS projected in its application that the net book value of its Arizona jurisdictional  
28 assets expected to be used in the provision of telecommunications services to Arizona customers at

1 the end of its first 12 months of operations will be approximately \$315,000. Staff determined that  
2 TWCIS's fair value rate base ("FVRB") at the end of its first 12 months of operations would be equal  
3 to its projected net book value. Although Staff considered TWCIS's FVRB in analyzing its proposed  
4 rates, Staff did not give the FVRB substantial weight, as the rates ultimately to be charged by TWCIS  
5 will be heavily influenced by the market, and rates for competitive services are generally not set  
6 according to rate-of-return regulation.

7 29. Staff reviewed the rates proposed in TWCIS's revised proposed tariff and determined  
8 that they are comparable to the rates charged by CLECs, ILECs, and major long distance carriers  
9 operating in the State of Arizona.

#### 10 **Performance Bond/Irrevocable Sight Draft Letter of Credit**

11 30. Both of the proposed tariffs filed by TWCIS in this matter indicate that, to safeguard  
12 its interests, TWCIS may require some of its customers to make advance payment before service and  
13 facilities are furnished.

14 31. Because TWCIS is requesting a CC&N to provide resold and facilities-based local  
15 exchange and resold and facilities-based long distance telecommunications services and intends to  
16 collect advance payments, Staff believes that TWCIS should be required to obtain a performance  
17 bond or irrevocable sight draft letter of credit ("ISDLOC") to protect its customers in the amount of  
18 \$235,000, which reflects \$10,000 for resold long distance, \$25,000 for resold local exchange,  
19 \$100,000 for facilities-based long distance, and \$100,000 for facilities-based local exchange.

#### 20 **Competitive Services**

21 32. TWCIS has requested that the services to be authorized under the CC&N requested in  
22 this matter be classified as competitive.

23 33. Staff states that the local exchange services are competitive because ILECs hold a  
24 virtual monopoly in the local exchange service market and have the ability to offer the same services  
25 that TWCIS has requested authority to offer. In addition, Staff stated that many of the CLECs and  
26 local exchange resellers also offer substantially similar services.

27 34. Staff states that the interexchange services are competitive because there are a large  
28 number of facilities-based and resold interexchange carriers providing both interLATA and

1 intraLATA interexchange service throughout the State, and various ILECs also provide intraLATA  
2 interexchange services in many areas of the State. Staff believes that TWCIS will not have market  
3 power and thus will not have the capability to adversely affect prices or restrict output to the  
4 detriment of telephone service subscribers.

5 **Regulatory Requirements**

6 35. A.A.C. R14-2-1308(A) requires a local exchange carrier to make local number  
7 portability available to facilitate the ability of a customer to switch between authorized local carriers  
8 within a given wire center without changing the customer's telephone number and without  
9 impairment of quality, functionality, reliability, or convenience of use.

10 36. A.A.C. R14-2-1204(A) requires all telecommunications service providers that  
11 interconnect to the public switched network to provide funding for the Arizona Universal Service  
12 Fund ("AUSF"). A.A.C. R14-2-1204(B)(3)(a) requires new telecommunications service providers  
13 that begin providing basic local exchange service after April 26, 1996, to pay AUSF charges as  
14 provided under A.A.C. R14-2-1204(B)(1) and those that begin providing toll service after April 26,  
15 1996, to pay AUSF charges as provided under A.A.C. R14-2-1204(B)(2). A.A.C. R14-2-  
16 1204(B)(3)(b) requires all other telecommunications service providers that interconnect to the public  
17 switched network and begin providing telecommunications service after April 26, 1996, to make  
18 written elections as to how they will be categorized for purposes of AUSF assessments.

19 37. Commission rules require TWCIS to file a tariff for each competitive service that  
20 states the maximum rate as well as the effective (actual) price that will be charged for the service.  
21 Under A.A.C. R14-2-1109(A), the minimum rate for a service must not be lower than the total  
22 service long-run incremental cost of providing the service. Any change to TWCIS's effective price  
23 for a service must comply with A.A.C. R14-2-1109, and any change to the maximum rate for a  
24 service in TWCIS's tariff must comply with A.A.C. R14-2-1110.

25 38. A.A.C. R14-2-1901 et seq. establish requirements to protect Arizona consumers from  
26 unauthorized carrier changes ("slamming") and apply to each public service corporation providing  
27 telecommunications services within the State of Arizona and over which the Commission has  
28 jurisdiction.

1           39.    A.A.C. R14-2-2001 et seq. establish requirements to protect Arizona consumers from  
2 unauthorized carrier charges (“cramming”) and apply to each public service corporation providing  
3 telecommunications services within the State of Arizona and over which the Commission has  
4 jurisdiction.

5           40.    A.A.C. R14-2-1107 requires a competitive telecommunications service provider to file  
6 an application for authorization with the Commission before it discontinues service; the rule also  
7 establishes customer notice requirements and other requirements related to discontinuance of service.

8 **Staff’s Recommendations**

9           41.    Staff recommends approval of TWCIS’s application to provide resold and facilities-  
10 based local exchange and resold and facilities-based long distance telecommunications services in  
11 Arizona and further recommends:

- 12           a.    That TWCIS comply with all Commission rules, orders, and other  
13 requirements relevant to the provision of intrastate telecommunications  
14 services;
- 15           b.    That TWCIS abide by the quality of service standards that were approved by  
16 the Commission for Qwest in Docket No. T-01051B-93-0183;
- 17           c.    That TWCIS be prohibited from barring access to alternative local exchange  
18 service providers who wish to serve areas where TWCIS is the only provider  
19 of local exchange service facilities;
- 20           d.    That TWCIS be required to notify the Commission immediately upon changes  
21 to TWCIS’s name, address, or telephone number; that such notification be  
22 placed in all relevant dockets involving TWCIS; and that TWCIS make  
23 conforming changes to its tariffs on file with the Commission if any of these  
24 change;
- 25           e.    That TWCIS cooperate with Commission investigations, including but not  
26 limited to those regarding customer complaints;
- 27           f.    That TWCIS offer Caller ID with the capability to toggle between blocking  
28 and unblocking the transmission of the telephone number at no charge;

- 1 g. That TWCIS offer Last Call Return service that will not return calls to  
2 telephone numbers that have the privacy indicator activated;
- 3 h. That the Commission authorize TWCIS to discount its rates and service  
4 charges to the marginal cost of providing the services; and
- 5 i. That TWCIS's proposed services be classified as competitive.

6 42. Staff further recommends that TWCIS be ordered to comply with the following and  
7 that its CC&N be rendered null and void, after an opportunity for a hearing or other due process, if it  
8 fails to do so:

- 9 a. TWCIS shall docket a conforming tariff consistent with its application and the  
10 Commission's Decision in this matter within 365 days from the date of the  
11 Commission's Decision or 30 days prior to providing service, whichever  
12 comes first. For other new service offerings authorized under its CC&N, and  
13 to the extent TWCIS provides Local Exchange or Long Distance service  
14 offerings in the future, TWCIS shall file a tariff for approval by the  
15 Commission 30 days prior to providing service. TWCIS shall be deemed to be  
16 providing Local Exchange and Long Distance services at the point it is directly  
17 interconnecting to the Public Switched Telephone Network ("PSTN") for the  
18 purposes of delivering originating local exchange or long distance traffic from  
19 its end-users or terminating local exchange or long distance traffic from other  
20 carriers to TWCIS's end-users.
- 21 b. TWCIS shall procure a performance bond or ISDLOC in the amount of  
22 \$235,000, which minimum amount should be increased, in increments of  
23 \$117,500, when the total amount of the advances, deposits, and/or  
24 prepayments collected from TWCIS's customers is within \$23,500 of the bond  
25 amount or ISDLOC amount.
- 26 c. TWCIS shall file the original performance bond or ISDLOC with the  
27 Commission's Business Office and copies of the performance bond/ISDLOC  
28 with Docket Control, as a compliance item in this docket, within 30 days of the

1 effective date of a Decision in this matter. The original performance  
2 bond/ISDLOC must remain in effect until further order of the Commission.  
3 The Commission may draw on the performance bond/ISDLOC on behalf of,  
4 and for the sole benefit of, TWCIS's customers if the Commission finds, in its  
5 discretion, that TWCIS is in default of its obligations arising from its CC&N.  
6 The Commission may use the performance bond/ISDLOC funds, as  
7 appropriate, to protect TWCIS's customers and the public interest and may  
8 take any and all actions the Commission deems necessary, in its discretion,  
9 including but not limited to returning prepayments or deposits collected from  
10 TWCIS's customers.

- 11 d. TWCIS shall abide by the Commission's rules addressing Universal Service in  
12 Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service  
13 providers that interconnect into the public switched network shall provide  
14 funding for the Arizona Universal Service Fund. TWCIS shall make the  
15 necessary monthly payments required by A.A.C. R14-2-1204(B).

16 43. TWCIS testified that it is willing to comply with Staff's recommendations made in the  
17 Staff Report. (Tr. at 12.)

18 44. Staff's original recommendation for TWCIS's tariff filing was for TWCIS to "docket  
19 a conforming tariff for each service within its CC&N within 365 days from the date of an Order in  
20 this matter or 30 days prior to providing service, whichever comes first." Staff testified, however,  
21 that its original recommendation was not intended to mean that TWCIS would be required to file  
22 tariffs for resold long distance, facilities-based long distance, resold local exchange, and facilities-  
23 based local exchange services within a year after the Decision in this matter. (Tr. at 35-37.) Staff  
24 testified that it would be acceptable instead for TWCIS to docket a conforming tariff for each service  
25 initially to be provided under the CC&N within 365 days from the date of an order or 30 days prior to  
26 providing service. (Tr. at 37.) Staff was requested to file a late-filed exhibit revising its original  
27 recommendation to reflect its intention and including language related to additional tariff filings as  
28 new services are to be provided by TWCIS. (Tr. at 37-38.) In its late-filed exhibit, Staff replaced the





1 just and reasonable and in the public interest for TWCIS to establish rates and charges for  
2 competitive services that are not less than TWCIS's total service long-run incremental costs of  
3 providing the competitive services approved herein.

4 9. Staff's recommendations set forth in Findings of Fact Nos. 41 and 42, as modified by  
5 Findings of Fact No. 45, are reasonable and should be adopted.

6 10. TWCIS's fair value rate base is not useful in determining just and reasonable rates for  
7 the competitive services it proposes to provide to Arizona customers.

8 11. TWCIS's rates, as they appear in its proposed tariff, are just and reasonable and  
9 should be approved.

10 **ORDER**

11 IT IS THEREFORE ORDERED that the application of Time Warner Cable Information  
12 Services (Arizona), LLC, for a Certificate of Convenience and Necessity to provide resold and  
13 facilities-based local exchange and resold and facilities-based long distance telecommunications  
14 services in Arizona is hereby granted, conditioned upon compliance with Staff's recommendations  
15 set forth in Findings of Fact Nos. 41 and 42, as modified by Findings of Fact No. 45.

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27 ...  
28

1 IT IS FURTHER ORDERED that if Time Warner Cable Information Services (Arizona),  
2 LLC, fails to meet the conditions outlined in Findings of Fact No. 42, as modified by Findings of  
3 Fact No. 45, within the timeframes therein, the Certificate of Convenience and Necessity  
4 conditionally granted herein shall become null and void after an opportunity for a hearing or other  
5 due process.

6 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

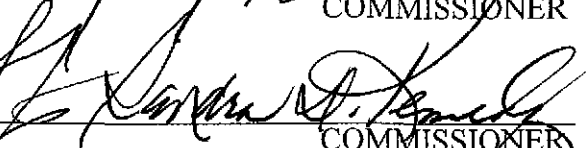
7 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

8  
9   
10 CHAIRMAN


  
COMMISSIONER

11   
12 COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

13  
14 IN WITNESS WHEREOF, I, MICHAEL P. KEARNS, Interim  
15 Executive Director of the Arizona Corporation Commission,  
16 have hereunto set my hand and caused the official seal of the  
17 Commission to be affixed at the Capitol, in the City of Phoenix,  
18 this 30TH day of JUNE, 2009.

19   
MICHAEL P. KEARNS  
INTERIM EXECUTIVE DIRECTOR

20  
21 DISSENT \_\_\_\_\_

22  
23 DISSENT \_\_\_\_\_  
SNH:db

24  
25  
26  
27  
28

1 SERVICE LIST FOR:

TIME WARNER CABLE INFORMATION  
SERVICES (ARIZONA), LLC, DBA TIME  
WARNER CABLE

3 DOCKET NO.:

T-20449A-08-0044

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20 Ernest G. Johnson, Director  
21 Utilities Division  
22 ARIZONA CORPORATION COMMISSION  
23 1200 West Washington Street  
24 Phoenix, AZ 85007

# EXHIBIT 16



0000154999

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

Arizona Corporation Commission

DOCKETED

JUL 30 2014

BOB STUMP - Chairman  
GARY PIERCE  
BRENDA BURNS  
BOB BURNS  
SUSAN BITTER SMITH

DOCKETED BY	nr
-------------	----

IN THE MATTER OF THE APPLICATION OF  
TIME WARNER CABLE BUSINESS LLC FOR  
APPROVAL OF A CERTIFICATE OF  
CONVENIENCE AND NECESSITY TO PROVIDE  
FACILITIES-BASED LONG DISTANCE AND  
PRIVATE LINE SERVICES  
TELECOMMUNICATION SERVICES IN  
ARIZONA.

DOCKET NO. T-20879A-13-0083

DECISION NO. 74587

OPINION AND ORDER

DATE OF HEARING: April 30, 2014

PLACE OF HEARING: Phoenix, Arizona

ADMINISTRATIVE LAW JUDGE: Yvette B. Kinsey

APPEARANCES: Ms. Joan S. Burke, LAW OFFICE OF JOAN S. BURKE, on behalf of the Applicant; and  
Ms. Bridget Humphrey, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

BY THE COMMISSION:

On March 27, 2013, Time Warner Cable Business LLC d/b/a Tim Warner Cable ("TWCB" or "Company") filed with the Arizona Corporation Commission ("Commission") an application for approval of a Certificate of Convenience and Necessity ("CC&N") to provide facilities-based long distance and private line telecommunication services in Arizona. TWCB's application also requests a determination that its proposed services are competitive in Arizona.

On November 22, 2013, the Company filed its proposed tariff for the services it seeks to provide in Arizona.

On January 24, 2014, the Company filed a request for waiver of A.A.C. R14-2-1115(C)(3), stating that its reasons for requesting the waiver are identical to those given by Cox Arizona Telecom, LLC ("Cox") in Commission Decision No. 73579 (November 21, 2012).

1 On February 5, 2014, the Commission’s Utilities Division (“Staff”) filed a Staff Report  
2 recommending approval of TWCB’s application, subject to certain conditions.

3 On April 30, 2014, a full public hearing was held as scheduled before a duly authorized  
4 Administrative Law Judge (“ALJ”) of the Commission. The Company and Staff appeared through  
5 counsel and presented testimony and evidence. No members of the public appeared to provide public  
6 comment on the application. At the conclusion of the hearing, the Company was directed to file  
7 verification, from an authorized representative of TWCB, that TWCB is requesting waiver of A.A.C.  
8 R14-2-1115(C).

9 On May 13, 2014, TWCB filed a Notice of Filing Verification.

10 Upon receipt of the post-hearing document, the matter was taken under advisement pending  
11 submission of a Recommended Opinion and Order to the Commission.

12 \* \* \* \* \*

13 Having considered the entire record herein and being fully advised in the premises, the  
14 Commission finds, concludes, and orders that:

15 **FINDINGS OF FACT**

- 16 1. TWCB is a member-managed limited liability company organized under the laws of  
17 Delaware and authorized to transact business in Arizona.
- 18 2. TWCB was formed on January 10, 2013.<sup>1</sup>
- 19 3. Time Warner Cable Information Services Holdco, LLC (“TWCIS Holdco”) owns 100  
20 percent of the member interest of TWCB. TWCIS Holdco is a wholly owned subsidiary of Time  
21 Warner Cable, Inc., (“TWCI”) a publicly traded company.
- 22 4. TWCI’s principal offices are located in New York, New York.
- 23 5. On March 27, 2013, TWCB filed an application with the Commission to provide  
24 facilities-based long distance and private line telecommunication services in Arizona.
- 25 6. Notice of TWCB’s application was given in accordance with the law.

26  
27  
28 <sup>1</sup> Exhibit A-1 at B-1.

1           7.       Staff recommends approval of the TWCB's application for a CC&N to provide  
2 intrastate telecommunications services subject to the following conditions:

- 3
- 4           (a)       TWCB comply with all Commission Rules, Orders and other requirements  
5 relevant to the provision of intrastate telecommunications services;
- 6           (b)       TWCB abide by the quality of service standards that were approved by the  
7 Commission for Qwest Corporation d/b/a CenturyLink QC ("Qwest") in  
8 Docket No. T-01051B-13-0199 (Decision No. 74208);
- 9           (c)       TWCB notify the Commission immediately upon changes to TWCB's name,  
10 address or telephone number;
- 11           (d)       TWCB cooperate with Commission investigations including, but not limited to  
12 customer complaints;
- 13           (e)       The rates proposed by this filing are for competitive services. In general, rates  
14 for all competitive services are not set according to rate of return regulation.  
15 Staff obtained information from the Company indicating that the estimated net  
16 book value or fair value rate base, at the end of the first twelve months of  
17 operation to be \$34,251. Staff has reviewed the rates to be charged by TWCB  
18 and believes they are just and reasonable as they are comparable to other  
19 competitive local carriers offering service in Arizona and comparable to the  
20 rates TWCB charges in other jurisdictions. The rate to be ultimately charged  
21 by the Company will be heavily influenced by the market. Therefore, while  
22 Staff considered the fair value rate base information submitted by the  
23 Company, the fair value information provided was not given substantial weight  
24 in this analysis;
- 25           (f)       The Commission authorize TWCB to discount its rates and service charges to  
26 the marginal cost of providing the services; and
- 27           (g)       That the requested waiver of A.A.C. R14-2-1115(C)(3) be approved subject to  
28 the condition, also contained in Decision No. 73579 regarding the Cox waiver,  
that the Applicants provide their Individual Case Basis ("ICB") contracts to  
Staff, at any time, upon request.

21           8.       Staff further recommends that TWCB comply with the following items and if TWCB fails  
22 to do so, that the Company's CC&N be null and void after due process:

- 23
- 24           a.       TWCB shall docket conforming tariffs pages for each service within its CC&N  
25 within 365 days from the date of an Order in this matter or 30 days prior to  
26 providing service, whichever comes first. The tariffs submitted shall coincide  
27 with the application and state that the Company does not collect advances,  
28 deposits and/or prepayments from its customers;
- b.       TWCB shall notify the Commission through a compliance filing when it  
begins serving customers; and



- 1 c. TWCB shall abide by the Commission-adopted rules that address Universal  
2 Service in Arizona. A.A.C. R14-2-1204(A) indicates that all  
3 telecommunications service providers that interconnect into the public  
4 switched network shall provide funding for the Arizona Universal Service  
5 Fund ("AUSF"). TWCB will make the necessary monthly payments required  
6 by A.A.C. R14-2-1204(B).

7 **Technical Capability**

8 9. According to TWCB's application, its parent company, TWCI currently provides  
9 telecommunication services to over 15 million residential and commercial customers in the United  
10 States.<sup>2</sup>

11 10. TWCB intends to offer only non-voice services in Arizona.<sup>3</sup> The Company is  
12 authorized to provide similar services in 25 states/jurisdictions.<sup>4</sup> At the time the hearing, TWCB had  
13 pending applications in three states requesting authority to provide its same proposed services in  
14 Arizona.<sup>5</sup>

15 11. TWCB proposes to offer commercial customers point-to-point, point-to-multipoint  
16 and multipoint-to multipoint non-voice dedicated connection between one or more customer-  
17 designated locations, using high capacity transmission.<sup>6</sup>

18 12. TWCB will not offer its proposed services to residential customers in Arizona.<sup>7</sup>

19 13. Time Warner Cable Information Services (Arizona), LLC ("TWCISAZ") is an  
20 affiliate of TWCB and is authorized to provide resold and facilities-based local and resold and  
21 facilities-based long distance telecommunications services in Arizona.<sup>8</sup> According to the Company's  
22 witness, the business functions between TWCB and TWCISAZ are different in that TWCISAZ  
23 supports the provision of voice services to residential and business customers, using interconnection  
24 agreements executed with other carriers.<sup>9</sup>

25 <sup>2</sup> Exhibit A-1 at A-15.

26 <sup>3</sup> Exhibit A-1 at A-15.

27 <sup>4</sup> Exhibit A-1 at A-19, Tr. at 7.

28 <sup>5</sup> Tr. at 8.

<sup>6</sup> Exhibit A-1 at Attachment B.

<sup>7</sup> Tr. at 10.

<sup>8</sup> Exhibit A-1 at Attachment C. See also Decision No. 71169 (June 30, 2009). In Docket No. T-20449A-14-0147 et. al, TWCISAZ, TWCB, and Comcast filed a joint application requesting either a waiver or expedited consideration of the Commission's Affiliated Interest Rules A.A.C. R14-2-801, *et seq.* The application states that the entities have entered into a merger whereby Comcast will acquire 100 percent of TWCI's equity in exchange for Comcast Class A shares. The Commission has not issued a Decision on the application.

<sup>9</sup> Tr. at 12.

1 14. Because TWCB has an affiliate operating in Arizona it shall comply with A.A.C. R14-  
2 2-804 regarding transactions between public utilities and its affiliates.

3 15. In Arizona, customer complaints will be handled through TWCB's national  
4 centralized customer service office and will be available to customers on a 24/7 basis.<sup>10</sup>

5 16. Staff believes TWCB has the technical capabilities to provide its proposed services in  
6 Arizona.

7 **Financial Capabilities**

8 17. TWCB provided audited financial statements for TWCI, its parent company, for the  
9 year ending December 31, 2012. TWCI reported Total Assets of over \$49.8 billion; Total Equity of  
10 over \$7.2 billion; and Net Income of \$2.2 billion.<sup>11</sup> For the year ending December 31, 2011, TWCI  
11 reported Total Assets of over \$48.3 billion; Total Equity of over \$7.5 billion; and Net Income of \$1.7  
12 billion.<sup>12</sup>

13 18. TWCB states it will rely on the financial resources of its parent company to provided  
14 its proposed services in Arizona.<sup>13</sup>

15 **Rates and Charges**

16 19. Staff believes TWCB's rates will be heavily influenced by the market. Staff states that  
17 TWCB will have to compete with other incumbent local interexchange carriers ("IXCs"), incumbent  
18 local exchange carriers ("ILECs") and competitive local exchange carriers ("CLEC") to provide its  
19 long distance and private line services in Arizona.<sup>14</sup> Staff also states that the market TWCB seeks to  
20 enter is currently served by wireless carriers and Voice over Internet Protocol providers ("VoIP").  
21 Based on the competitive environment that TWCB will be operating in, Staff believes the Company  
22 will not be able to exert any market power and that the competitive process should result in just and  
23 reasonable rates.<sup>15</sup>

24  
25  
26 <sup>10</sup> Tr. at 11.

<sup>11</sup> Exhibit A-1 at Attachment D.

<sup>12</sup> Id.

<sup>13</sup> Exhibit A-1 at B-3.

<sup>14</sup> Exhibit S-1 at 3-4.

<sup>15</sup> Exhibit S-1 at 3.

1           20. Pursuant to A.A.C. R14-2-1109, the rates charged for each service TWCB proposes to  
2 provide may not be less than the Company's total service long-run incremental cost of providing that  
3 service.

4           21. Staff states that although it considered the Company's proposed fair value rate base of  
5 \$34,251, Staff did not give it much weight in its analysis because TWCB's rates in Arizona will be  
6 heavily influenced by the market.

7           22. TWCB's proposed tariff states that the Company may offer rates using ICB contracts  
8 for the provision of its private line services.<sup>16</sup> All public service corporation shall comply with the  
9 provisions set forth in A.R.S. §40-334(A) and A.A.C. R14-2-1115. TWCB has requested a waiver  
10 from the provisions of A.A.C. R14-2-1115(C) based on the same reasons articulated by Cox in  
11 Decision No. 73579.<sup>17</sup>

12           23. A.R.S. §40-334(A) states that public service corporations "shall not, as to rates,  
13 charges, service, facilities or in any respect, of make or grant any preference or advantage to any  
14 person or subject any person to any prejudice or disadvantage."

15           24. A.A.C. R14-2-1115(C) requires all telecommunications companies to file with the  
16 Commission current tariffs, price levels, and contracts. A.A.C. R14-2-1115(C) (3) provides that  
17 telecommunication companies provide tariffs, price levels and contracts within five business days  
18 after execution and if the contract includes both competitive and non-competitive services the  
19 contract must be filed at least five business days prior to the effective date of the contract.

20           25. A.A.C. R14-2-1115(I) states that the Commission may consider variations or  
21 exemptions from the terms or requirements of any rules included in (Article 11) upon the verified  
22 application of an affected party.

23           26. TWCB has stated that waiver of the rule is necessary for the same reason that was  
24 articulated by Cox in Decision No. 73579. In that Decision, Staff summarized Cox's reasons for  
25 requesting a waiver of the rule as follows:

26 ...

27 \_\_\_\_\_  
28 <sup>16</sup> Exhibit A-1, Attachment B at 2.15.

<sup>17</sup> Post hearing Exhibit filed May 13, 2014.

- 1 a. Confusion exists regarding the requirement to file ICB agreements;  
 2 b. Numerous Basic Services Agreements, Commercial Service Agreements, ICBs  
 and other contracts may have to be filed pursuant to the rule depending on the  
 Commission's interpretation of "contract;"  
 3 c. The administrative time and cost of filing and securing confidential contracts,  
 by Staff and Cox are burdensome;  
 4 d. To date, no carrier has raised a dispute regarding ICBs;  
 5 e. The rule has created little direct public benefit in regards to ICBs; and  
 6 f. The Commission has the authority to ask for any contract if issues are brought  
 to the Commission's attention regardless of whether any contracts have been  
 filed pursuant to the rule.

7 27. Staff recommends that the Commission limit its approval to a waiver of A.A.C. R14-  
 8 2-1115(C)(3) and that approval be subject to Staff's condition that TWCB provide its ICB contracts  
 9 at any time Staff request them.<sup>18</sup>

10 28. We find Staff's recommendation regarding TWCB's ICB contracts reasonable and  
 11 consistent with previous Decisions. Therefore, we will adopt Staff's recommendation.

### 12 **Complaint Information**

13 29. Staff confirmed the Company's assertion that none of its officers, directors, partners,  
 14 nor managers have been or are currently involved in any formal or informal complaint proceeding  
 15 before any state or federal regulatory agency, commission, administrative or law enforcement agency.

16 30. Staff also verified that TWCB's officers, directors, partners or managers have not been  
 17 involved in any civil or criminal investigations, or had judgments entered in any civil matter, or by  
 18 any administrative or regulatory agency, or been convicted of any criminal acts within the last ten  
 19 years.

20 31. Staff reported that no consumer complaints had been filed against TWCB in Arizona  
 21 or in the twelve (12) public utility commissions that responded to Staff's inquiry.

22 32. TWCB is in good standing with the Commission's Corporation Division.

### 23 **Competitive Analysis**

24 33. TWCB's application requests that the Company's proposed services be classified as  
 25 competitive in Arizona. Staff believes TWCB's proposed services should be classified as  
 26 competitive because TWCB will have to compete with IXCs, ILECs, and CLECs to gain a share of  
 27

28 <sup>18</sup> Exhibit S-1 at 6.

1 the market in which it intends to operate. Further, Staff believes that TWCB will not be able to exert  
2 any market power in its proposed service area.

3 34. Based on the above factors, Staff concludes that TWCB's proposed services should be  
4 classified as competitive in Arizona.

5 35. We find that Staff's recommendations are reasonable and should be adopted. We also  
6 find that TWCB's proposed services are competitive within Arizona.

### 7 CONCLUSIONS OF LAW

8 1. TWCB is a public service corporation within the meaning of Article XV of the Arizona  
9 Constitution, A.R.S. §§ 40-281 and 40-282.

10 2. The Commission has jurisdiction over TWCB and the subject matter of the application.

11 3. Notice of the application was given in accordance with the law.

12 4. A.R.S. §40-282 allows a telecommunications company to file an application for a  
13 CC&N to provide competitive telecommunication services.

14 5. Pursuant to Article XV of the Arizona Constitution, as well as the Arizona Revised  
15 Statutes, it is in the public interest for TWCB to provide facilities-based long distance and private line  
16 telecommunications services as set forth in its application.

17 6. TWCB is a fit and proper entity to receive a CC&N authorizing it to provide intrastate  
18 telecommunications services in Arizona, subject to Staff's recommendations as set forth herein.

19 7. TWCB's fair value rate base is not useful in determining just and reasonable rates for  
20 the competitive services it proposes to provide to Arizona customers.

21 8. Pursuant to Article XV of the Arizona Constitution as well as the Competitive Rules, it  
22 is just and reasonable and in the public interest for TWCB to establish rates and charges that are not  
23 less than TWCB's total service long-run incremental costs of providing the competitive services  
24 approved herein.

25 9. Staff's recommendations are reasonable and should be adopted.

### 26 ORDER

27 IT IS THEREFORE ORDERED that the application of Time Warner Cable Business LLC  
28 for a Certificate of Convenience and Necessity to provide facilities-based long distance and private

1 line telecommunications services in Arizona, is hereby approved, subject to Staff's recommendations  
2 as more fully described in Findings of Fact Nos. 7 and 8.

3 IT IS FURTHER ORDERED that if Time Warner Cable Business LLC fails to comply with  
4 the Staff recommendations described in Findings Fact No. 8, the Certificate of Convenience and  
5 Necessity granted herein shall be considered null and void after due process.

6 IT IS FURTHER ORDERED that Time Warner Cable Business LLC is hereby granted a  
7 waiver of A.A.C. R14-2-1115(C), except that the Company shall provide its Individual Case Basis  
8 contracts at any time requested by the Commission's Utilities Division Staff.

9 IT IS FURTHER ORDERED that Time Warner Cable Business LLC shall comply with  
10 A.A.C. R14-2-804 regarding transactions between public utilities and affiliates.


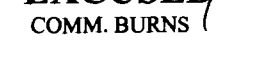
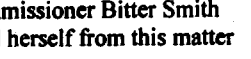
11 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

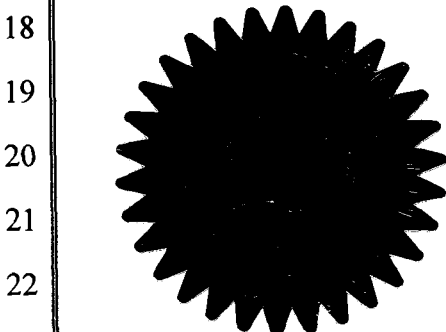
12 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

13  
14  CHAIRMAN  COMMISSIONER

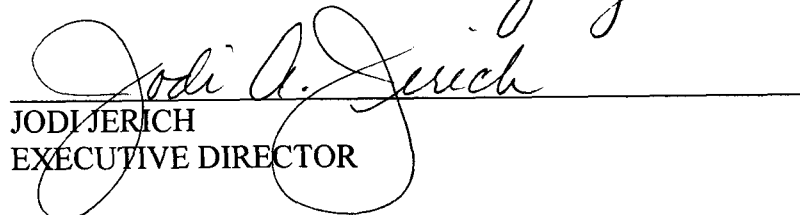
15 **EXCUSED**  
COMM. BURNS

\*Commissioner Bitter Smith  
recused herself from this matter

16  COMMISSIONER  COMMISSIONER  COMMISSIONER



18  
19 IN WITNESS WHEREOF, I, JODI JERICH, Executive  
20 Director of the Arizona Corporation Commission, have  
21 hereunto set my hand and caused the official seal of the  
22 Commission to be affixed at the Capitol, in the City of Phoenix,  
23 this 30th day of July 2014.

24   
JODI JERICH  
EXECUTIVE DIRECTOR

25 DISSENT \_\_\_\_\_

26  
27 DISSENT \_\_\_\_\_  
28 YBK:tv

1 SERVICE LIST FOR:

TIME WARNER CABLE BUSINESS LLC

2 DOCKET NO.:

T-20879A-13-0083

3 Joan Burke

LAW OFFICES OF JOAN S. BURKE, P.C.

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8 Steven M. Olea, Director

Utilities Division

9 ARIZONA CORPORATION COMMISSION

10 1200 West Washington Street

Phoenix, AZ 85007

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# EXHIBIT 17



**COX ARIZONA TELCOM, L.L.C.  
d/b/a/ Cox Communications  
d/b/a/ Cox Business Services**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE AND TOLL SERVICE  
WITHIN THE STATE OF ARIZONA**

(T)

## CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION
Title Page	3 <sup>RD</sup> Revised	16	2 <sup>ND</sup> Revised
2*	<b>104<sup>TH</sup> Revised</b>	17	Original
3	35 <sup>TH</sup> Revised	18	4 <sup>TH</sup> Revised
4*	<b>56<sup>TH</sup> Revised</b>	18.0.1	Original
5	67 <sup>TH</sup> Revised	18.1	1 <sup>ST</sup> Revised
6	3 <sup>RD</sup> Revised	19	1 <sup>ST</sup> Revised
7	5 <sup>TH</sup> Revised	20	2 <sup>ND</sup> Revised
8	Original	21	1 <sup>ST</sup> Revised
9	Original	22	1 <sup>ST</sup> Revised
10	1 <sup>ST</sup> Revised	23	Original
11	2 <sup>ND</sup> Revised	24	Original
12	2 <sup>ND</sup> Revised	25	3 <sup>RD</sup> Revised
13	Original	25.0.1	Original
14	4 <sup>TH</sup> Revised	25.1	1 <sup>ST</sup> Revised
15	3 <sup>RD</sup> Revised	26	2 <sup>ND</sup> Revised
		27	2 <sup>ND</sup> Revised
		28	Original
		29	4 <sup>TH</sup> Revised
		29.1	1 <sup>ST</sup> Revised
		29.2	Original
		30	4 <sup>TH</sup> Revised

(\* ) Denotes new or revised page.

Issue Date: May 14, 2015

Effective Date: June 13, 2015

Issued By: Paul Cain  
 Director, Regulatory Operations  
 Cox Communications, Inc.  
 1400 Lake Hearn Drive,  
 Atlanta, GA 30319

APP0282

**CHECK SHEET**

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
31	Fourth Revised	46	Second Revised
32	Third Revised	47	First Revised
33	Original	47.1	First Revised
34	First Revised	47.2	First Revised
35	Original	48	Third Revised
36	First Revised	49	Original
37	Original	50	Second Revised
38	Fourth Revised	51	Third Revised
39	Second Revised	51.1	Original
39.1	First Revised	52	Original
39.2	Original	53	First Revised
39.3	Original	54	Second Revised
39.4	Original	55	Original
39.5	Original	56	First Revised
40	First Revised	57	First Revised
41	Second Revised	58	Third Revised
42	First Revised	59	Third Revised
43	First Revised	59.0.1	Original
44	First Revised	59.1	Fifth Revised
45	First Revised	60*	<b>Nineteenth Revised</b>
		60.1	Original

(\*) Denotes new or revised page.

LOCAL EXCHANGE SERVICE

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION
61	16 <sup>TH</sup> Revised	81.1	First Revised
62*	<b>17<sup>TH</sup> Revised</b>	81.2	First Revised
62.1	10 <sup>TH</sup> Revised	81.3	First Revised
62.2	10 <sup>TH</sup> Revised	81.4	First Revised
62.3	11 <sup>TH</sup> Revised	81.5	First Revised
63	8 <sup>TH</sup> Revised	81.6	First Revised
64	3 <sup>RD</sup> Revised	81.7	First Revised
65	2 <sup>ND</sup> Revised	81.8	2 <sup>ND</sup> Revised
66	3 <sup>RD</sup> Revised	82	3 <sup>RD</sup> Revised
67	2 <sup>ND</sup> Revised	83	2 <sup>ND</sup> Revised
68	1 <sup>ST</sup> Revised	84	2 <sup>ND</sup> Revised
69	Original	85	4 <sup>TH</sup> Revised
70	2 <sup>ND</sup> Revised	86	1 <sup>ST</sup> Revised
71	2 <sup>ND</sup> Revised	87	1 <sup>ST</sup> Revised
72	2 <sup>ND</sup> Revised	88	1 <sup>ST</sup> Revised
73	2 <sup>ND</sup> Revised	89	1 <sup>ST</sup> Revised
74	2 <sup>ND</sup> Revised	90	3 <sup>RD</sup> Revised
75	2 <sup>ND</sup> Revised		
76	2 <sup>ND</sup> Revised		
77	2 <sup>ND</sup> Revised		
78	2 <sup>ND</sup> Revised		
79	2 <sup>ND</sup> Revised		
80	2 <sup>ND</sup> Revised		
81	2 <sup>ND</sup> Revised		

(\* ) Denotes new or revised page.

**LOCAL EXCHANGE SERVICE**

**CHECK SHEET**

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
91	12 <sup>th</sup> Revised	92.22	3 <sup>RD</sup> Revised	122.2	Original
92	11 <sup>TH</sup> Revised	92.23	2 <sup>ND</sup> Revised	122.3	Original
92.0.1	4 <sup>TH</sup> Revised	93*	<b>5<sup>TH</sup> Revised</b>	122.4	Original
92.0.2	3 <sup>RD</sup> Revised	94	2 <sup>ND</sup> Revised	122.5	Original
92.0.2.1	1 <sup>ST</sup> Revised	95	4 <sup>TH</sup> Revised	122.6*	<b>2<sup>ND</sup> Revised</b>
92.0.2.2	1 <sup>ST</sup> Revised	96	1 <sup>ST</sup> Revised	123	Original
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92.0.7	3 <sup>RD</sup> Revised	101	1 <sup>ST</sup> Revised	128	Original
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92.0.9	2 <sup>ND</sup> Revised	102.0.1	4 <sup>TH</sup> Revised	130	Original
92.0.9.1	1 <sup>ST</sup> Revised	102.1	3 <sup>RD</sup> Revised	131	Original
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92.0.10	2 <sup>ND</sup> Revised	103	2 <sup>ND</sup> Revised	133	Original
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92.4	2 <sup>ND</sup> Revised	107	5 <sup>TH</sup> Revised	139	Original
92.5	2 <sup>ND</sup> Revised	107.0.1	Original	140	Original
92.6	2 <sup>ND</sup> Revised	107.1	Original	141	Original
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92.10	4 <sup>TH</sup> Revised	111	4 <sup>TH</sup> Revised	145	Original
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92.16	3 <sup>RD</sup> Revised	118	1 <sup>ST</sup> Revised	152	Original
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92.20	2 <sup>ND</sup> Revised	122	1 <sup>ST</sup> Revised	156	Original
92.21	2 <sup>ND</sup> Revised	122.1	Original	157	Original
				158	Original

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**LOCAL EXCHANGE SERVICE**

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**LOCAL EXCHANGE SERVICE**

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(T)

**LOCAL EXCHANGE SERVICE**

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**EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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1400 Lake Arrowhead Drive,  
Atlanta, GA 30319

APP0288



**LOCAL EXCHANGE SERVICE**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Cox Arizona Telcom, L.L.C. d/b/a/ Cox Communications to Customers within the local exchange service area defined below:

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APP0289

**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions**

Certain terms used generally throughout this tariff are defined below.

**Account Codes:** Allows a User to allocate local calls to a 4-digit, non-verified account code.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Business Telephone Service:** Telephone service provided to:

- a business location, or
- a residential location, which is listed in the business section of the local telephone book, or
- a residential location advertised or used as a place of business.

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

(D)

(D)

**Class of Service (COS):** Used to prevent a Station from dialing certain codes and numbers.

**Company:** COX ARIZONA TELCOM, L.L.C. (D/B/A/ COX COMMUNICATIONS) and (D/B/A COX BUSINESS SERVICES, which is the issuer of this tariff.

**Combination Service:** shall mean a Residential Customer, who may qualify for discounts on the first and additional lines if the Customer also purchases either Cable Services or high-speed internet access from a Cox Affiliated Company. The eligibility will continue so long as the Customer continues to purchase either service from the Cox Affiliated Company.

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(D)

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Atlanta, GA 30319

APP0201

**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

**Cox:** Cox Arizona Telcom, L.L.C. d/b/a Cox Communications, which is the issuer of this tariff.

**Cox Affiliated Company:** shall mean a wholly owned subsidiary of Cox Arizona Telcom, L.L.C. d/b/a Cox Communications' parent company, Cox Communications, Inc., which provides cable and high-speed Internet access in the State of Arizona.

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

**Dial Pulse (DP):** The pulse type employed by rotary dial Station sets.

**Direct Inward Dialing (DID):** A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

**Dual Tone Multi-Frequency ("DTMF"):** The pulse type employed by tone dial station sets.

**Embedded Multimedia Terminal Adapter ("eMTA"):** Equipment provided to the Customer to enable Cox's provision of voice telephone service. (N)  
(N)

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Holidays:** New Year's Day, Martin Luther King Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

**Hunting:** Routes a call to an idle station line. With Serial Hunting, Calls to a member of a hunt group will search from that point to the end of the group and stop.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection (LIDL):** LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Exchange Carrier:** A company which furnishes exchange telephone service.

**Mbps:** Megabits, or millions of Bits, per second.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

**Most Idle Trunk Selection (MIDL):** MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

**Multi-Frequency ("MF"):** An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

**Non-Recurring Charges (NRC):** The one-time initial charges for services or facilities, for which the Customer becomes liable at the time the Service Order is executed. Non-Recurring Charges do not include Construction Charges or other Special Charges.

**Off-Hook:** The term "off-hook" denotes the active condition of a local exchange service line.

**On-Hook:** The term "on-hook" denotes the idle condition of a telephone exchange service line.

**On Net/Off Net Services:**

**On-Net Services** are those which can be provisioned over the Company's network. Pricing and regulations pertaining to On-Net Services are described in this tariff.

**Off-Net Services** are those where one or more locations to be connected is not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.

**Presubscription:** A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

**Primary Line:** The line identified by a residential Customer as the first or principal telephone line in the account.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Residential Service:** Telephone service to the following locations:

- Private residences which are not advertised or used as a place of business,
- Private apartments of hotels, rooming houses or boarding houses where service is confined to the Customer's use,
- Detached structures, when strictly use as a part of the residence on the same premises, and is not used as a place of business.

A Customer that requests greater than eight (8) lines of residential service will be assumed to be a business Customer unless the Customer can provide substantiation that the lines would be exclusively used for residential service. A residential Customer may not port a business telephone number to the Company as a residential telephone number.

**Resold Services:** Local exchange services provided by the Incumbent Local Exchange Carrier and resold by the Company.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 1 - Definitions, cont'd.**

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

(M)

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

(M)

**Services:** The Company's telecommunications services offered on the Company's network.

**Shared Facilities:** A facility or equipment system or subsystem which can be used simultaneously by several Customers.

**Station:** Telephone equipment from or to which calls are placed.

**Subscriber:** see Customer.

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

**User:** A Customer, Subscriber or any other person authorized by the Customer to use service provided under this tariff.

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APP0295

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Arizona under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

1. The Company reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond the Company's control. The Company maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with an End User's transmission to another carrier. In addition, the Company reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid such degradation.
2. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
3. The furnishing of service under this tariff is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carriers in Arizona.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company**

**2.1.3 Terms and Conditions**

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
3. At the expiration of the initial term specified in each commercial Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.
4. In any action between the parties to enforce any provisions of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
5. This tariff shall be interpreted and governed by the laws of the State of Arizona.

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APP0297

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

6. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
7. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. Customers should not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines. Business Customers, who have fulfilled contract obligations and wish to transfer service type from Business to Residential, will be allowed to keep existing telephone number(s) and receive residential rates. Business Customers, who have not fulfilled contract obligations and switch service types from Business to Residential, will be issued new telephone number(s) when the service is transferred to a Residential Service type. Additionally, call intercept will not be deployed to inform the caller of the new Residential Service number.
8. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.10 below.

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(M) Material moved to First Revised Page 18.1.

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APP0298

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

9. Service to certain Customers is provided via an Embedded Multimedia Terminal Adapter ("eMTA"). If service is provided via an eMTA, the Customer will receive an eMTA provided by Cox during installation. The eMTA works on household power and requires a battery to operate during a power outage. The battery will operate up to 8 hours in case of a power outage depending on usage. While the Customer's telephone service will be available without a battery or a fully charged battery, services, including access to 9-1-1 services will not be available during outages without a battery or if the battery has been drained. The Customer may order a battery from Cox by calling the Cox customer service number or visiting a Cox retail store after telephone service is installed.
- (a) If the Customer ordered phone service before November 1, 2013, Cox will provide a battery and all replacements at no charge. The Customer is responsible for monitoring the battery and contacting Cox when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.
- (b) If the Residential Customer ordered phone service on or after November 1, 2013 and is not a Lifeline Customer, Cox will provide a battery upon request at the then-prevailing retail price, plus shipping if applicable. The Customer may obtain batteries from sources other than Cox if available, but the Customer is responsible for ensuring that any battery obtained from another source is compatible with the eMTA. The Customer is responsible for installation of the battery and for monitoring the battery and determining when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.
- (c) If the Customer is a Lifeline Customer, the Customer is entitled to receive one battery for each eMTA installed at the Customer premises. The battery will be delivered to the Lifeline Customer at the service address when eligibility for Lifeline is established. The Lifeline Customer is responsible for installing and monitoring the battery, and contacting Cox when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced. Lifeline customers may request a replacement battery from Cox free of charge.

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APP0299

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1400 Lake Forest Drive,  
Atlanta, GA 30319

APP0300

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

10. The Customer agrees to return to the Company all Company-provided termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision. (M/T)  
(M)
11. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct, space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the company makes similar facilities under its control available to its customers. (T)

(M) Material formerly found on Page 18.

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APP0301

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company**

1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
  
2. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the "ordinary" installation (including delays (T) thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

3. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; hurricanes; storms; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
4. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities, **including service interruptions due to power outages and failure of batteries.** (C)  
(C)
6. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

7. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
  
8. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Company's service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: (1) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; (2) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and (3) all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this tariff.

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(M) Material moved to page 20.

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Issued By: Martin Corcoran  
Director, Tariff Development  
Cox Communications, Inc.  
1400 Lake Forest Drive,  
Atlanta, GA 30319

APP0304



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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, **including batteries**, facilities or services which are interconnected with Company services.

(C)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

12. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
  
13. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

13. (cont'd) to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
14. With respect to Emergency Number 911 Service:
  - (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal presence, condition, location or use of any equipment and facilities furnishing this service.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

14. With respect to Emergency Number 911 Service: (cont'd)
- (b) If the Customer does not purchase a battery for the eMTA or does not monitor the status of the battery and replace it when it no longer holds a charge, service, including 911 service, will not function during a household power outage. Even if customer has a battery for the eMTA, if customer only has a phone that requires electricity to operate (e.g. a cordless phone), access to 911 service will not be available during a household power outage. (N)
  - (c) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them. (T)
  - (d) For eMTA provisioned voice services when the Customer purchases and maintains a battery for the eMTA, and for non-eMTA provisioned voice services, 911 service is designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services while commercial power is available and during outages for the period when the battery is in operation. (N/M)
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Issued By: Paul Cain  
Sr. Manager, Regulatory Operations  
Cox Communications, Inc.  
1400 Lake Forest Drive,  
Atlanta, GA 30319

APP0309

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

14. With respect to Emergency Number 911 Service: (cont'd)

(e) Emergency Locator Service

Business Customer acknowledges and understands that the E911 database will provide accurate information to first responders and others who access the database only if the Customer assures that the information is accurate at every moment of time. Company shall have no liability for any delay, incorrect response, or any injury that Customer or any person suffers as a result of any inaccuracy in the E911 database caused by Customer's actions or failure to act. The Customer must advise the Company of E911 move, add, change, or delete information in writing within twenty-four (24) hours of the effective date of the change. Company makes no warranties, express or implied, regarding the accuracy of E911 information provided by the Customer.

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(M) Material formerly found on Page 25

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Cox Communications, Inc.  
1400 Lake Horn Drive,  
Atlanta, GA 30319

APP0310

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

14. With respect to Emergency Number 911 Service: (cont'd)

(e) Emergency Locator Service (cont'd)

(T)

It is Customer's responsibility to conduct initial and regular testing of the ability to dial 9-1-1 over Cox Business services and ensure that: 1) Customer Premises Equipment ("CPE") is compatible with Cox Business's services; 2) the PSAP is able to indentify the Customer's address when a 911 call is placed from Customer's location; and, if Customer is using a PS-ALI service to provide enhanced PS/ALI functions (as described below), that 3) the PSAP is able to indentify the specific location within Customer's address from where the 911 call is placed. (See Section 5, Testing 9-1-1 Call Processing for PBX Systems;\_\_NENA Technical Information Document No. 03-502, "Trunking for Private Switch 9-1-1 Service," available at [www.nena.org](http://www.nena.org).)

Without limiting the generality of the foregoing, if Customer is served by the Company through a PBX or any customer-owned or customer-controlled equipment, or Cox Business VoiceManager and Centrex then Customer shall immediately and continuously inform the Company of any and all changes to the PBX or other equipment which might impair the accuracy of the E911 database as to any users of the Company's services. Moreover, Customer shall timely inform all new and existing users of its equipment or its internal telephone systems of the limitations of E911 in such a setting and shall provide the users with instructions on how they should identify their physical location in situations in which a 911 call is placed.

The acknowledgments by, and obligations of, the Customer apply to any form of E911 service provided to the Customer by Company including its PS/ALI offering.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

15. The Company's liability arising from its errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
16. In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
17. When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
18. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.5 Temporary Suspension for Repairs**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system.

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**2.1.6 Provision of Equipment and Facilities**

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.6 Provision of Equipment and Facilities, cont'd.**

3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
5. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.7 Non-routine Installation**

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

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m. for Residential Services, and Monday through Friday, 8:00 a.m. - 5:00 p.m. for Business Services, at current installation intervals and without work interruptions by the Customer.

For Residential Customers requesting expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply.

For Business Customers requesting expedited services that require installations on a date that is less than the normal offered interval, a one-hundred dollar (\$100) per-day charge (with a maximum rate of \$300 per-day per location) shall apply for each day the service is advanced. The expedited order charges will be billed in addition to the applicable installation charges.

**2.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company will require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and ACC regulations, policies, orders, and decisions. (T)

**2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.3 Obligations of the Customer, cont'd.**

**2.3.1 General, cont'd.**

The Customer shall be responsible for:

4. If an eMTA is installed at the customer premises, monitoring the battery in the eMTA and contacting Cox for a replacement when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced;
5. If the Customer is a Lifeline Customer and if an eMTA is installed at the customer premises, monitoring the battery in the eMTA and contacting Cox for a replacement when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge;

(N)

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.3 Obligations of the Customer, cont'd.**

**2.3.1 General, cont'd.**

The Customer shall be responsible for:

6. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic or other cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service. (T)
7. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; (T)
8. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; (T)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.3 Obligations of the Customer, cont'd.**

**2.3.1 General, cont'd.**

The Customer shall be responsible for:

9. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and (T)
10. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes. (T)
11. Applicants for service will be required to provide their legal surname(s), middle name(s), and first name(s). The Company may verify this information. The application for service, whether written or verbal, will be considered complete when the applicant has provided at least one of the following valid forms of identification: (T)
  - (a) Arizona Driver's License number;
  - (b) Arizona Identification Card number;
  - (c) Social Security Card number (SSN);
  - (d) INS Identification number;
  - (e) U.S. Passport number; or
  - (f) Other items of identification acceptable to the Company.

The Company may request the applicant to voluntarily provide the SSN for identification purposes. Refusal to provide the SSN will not result in denial in service. However, if another form of identification cannot be provided, the Company, at its option, may deny service.

The Company may request the applicant to visit a public office or other approved agency location for the purpose of completing a service application and/or to provide approved picture identification, as designated by the Company.

12. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment when customer has discontinued service. (T)
13. providing the Company with written notification of any change in name, ownership or control. (T)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.3 Obligations of the Customer, cont'd.**

**The Customer shall be responsible for:**

14. ensuring that the Customer-provided equipment (CPE), such as a Private-Branch Exchange (PBX), provisioned on the Company's network is maintained and operated in a fashion to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement. (T)
15. ensuring that station location information for all Customer-provided Multi-Line Telephone Systems (MLTS), or PBXs, is current in the PS-ALI, so that emergency responders have the ability to locate the station in emergency situations. (T)

**2.3.2 Claims**

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.3.3 Private Identification Number ("PIN") Access**

The F.C.C. requires that Customers set up and use a Private Identification Number ("PIN") when communicating with the Company to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to a Customer's account. Telephone Service is subject to the Cox privacy policy posted at <http://www.cox.com/policy/#OnlinePrivacyPolicy>.



**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's (or authorized user's or joint user's) premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Customer Equipment and Channels, cont'd.**

**2.4.2 Station Equipment, cont'd.**

2. The Customer is responsible for ensuring that Customer-Provided Equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
3. **The Customer is responsible for ensuring that the Customer-Provided Equipment (CPE), such as a Private-Branch Exchange (PBX), provisioned on the Company's network is maintained and operated to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement.**
4. **The Customer is responsible for ensuring that station location information for all Customer-provided Multi-Line Telephone Systems (MLTS), or PBXs, is current in the PS-ALI so that emergency responders have the ability to locate the station in emergency situations.**

(N)  
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(N)

**2.4.3 Interconnection of Facilities**

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Customer Equipment and Channels, cont'd.**

**2.4.4 Inspections**

1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 7 days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. Company reserves the right to bill Customer for unbilled charges up to one year from the billing period incurred. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

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(T)

1. Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service, cont'd.**

2. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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<sup>1</sup>Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Charges based on measured or message usage will be included on the next invoice rendered following the end of the billing period in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
3. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
4. Amounts not paid within 18 days after the date of invoice are considered past due. If the entire balance is not paid by the due date, a late payment charge of 1.5% per month will be assessed on the unpaid balance.
5. Payments presented for services or equipment, and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge of \$25.00 per item, **with a max rate of \$35.**

(N)

A Customer will be placed on a "cash only" basis upon receipt of two (2) returned payments within a twelve (12) month period of time. "Cash only" is herein defined as Cashier's Checks, U.S. currency, or money orders.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of a Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

6. For Customers provisioned under a term agreement and service is terminated prior to the expiration of the term commitment, Early Termination Charges will apply. Early Termination Charges are due and payable effective as of the termination date. For details, see Section 2.7.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.3 Disputed Bills**

1. The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure.
  - a). The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
  - b). The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2. 900 or 700 Information Service Charge Disputes.**

(M/N)

If a Customer disputes any 900 or 700-information service charge, the Customer may be entitled to a credit. The Customer must request this credit by calling or writing the Company within 30 days from receipt of the bill. Pending review, the Customer may withhold payment of the disputed amount and collection of those charges will be suspended.

The Customer may request blocking of 900 services. The Customer may be blocked from calling 900 calls for failure to pay legitimate 900 call charges and the information service provider may seek collection of these charges. Your basic service will not be disconnected for non-payment of 900 charges.

(M/N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.4 Advance Payments and Construction and Special Charges**

**1. Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where construction or special charges are involved, the Advance Payment may also include an amount equal to the estimated charges for the construction or special charges and Recurring and Non-Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

(T)  
(T)  
(T)  
(T)

**2. Construction and Special Charges**

(N)

**1 GENERAL**

- A. Reasonable rates and charges involve consideration of costs and the degree of risk associated with furnishing telephone service. Certain situations involve substantial extra cost or risk, e.g., the facilities required will be temporary; facilities are ordered in advance of actual customer demand for service; unusual costs are involved in furnishing the service or facilities; exchange service is ordered for areas where the telephone facilities are not available.
- B. The provision of telephone service may require the payment of a construction, facility or temporary development charge by the customer ordering telephone service or requesting facilities. This charge is in addition to the regular rates, nonrecurring and installation charges applicable for the exchange service provided. The Company may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits, poles, trenches, and backboards for the placement of telephone facilities in housing developments, commercial properties and business developments where an alternative facilities based service provider is available.

(N)



**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.4 Advance Payments and Construction and Special Charges, cont'd**

(N)

**2. Construction and Special Charges**

- C. Special Construction is required when a customer requests service and one or more of the following conditions exist:
1. The facilities to provide services are not available and, at the request of the customer, the Company constructs facilities to provide the services for the customer and there is no other requirement for the facilities so constructed.
  2. At the request of the customer, the Company constructs facilities of a type other than that which they would normally furnish in order to provide services for the customer.
  3. In order to comply with requirements specified by the customer, construction by the Company involves a routing of facilities other than that which they would normally utilize to provide services for the customer.
  4. At the request of the customer, the Company constructs a greater quantity of facilities than that which they would otherwise construct in order to fulfill the customer's initial requirements for services.
  5. The facilities to provide services are not available and, at the request of the customer, the Company expedites construction of the facilities at greater expense than would otherwise be incurred.
  6. The facilities to provide services are not available and, at the request of the customer, the Company constructs temporary facilities to provide services for the period during which the permanent facilities are under construction.

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.4 Advance Payments and Construction and Special Charges, cont'd**

**2. Construction and Special Charges, cont'd**

- D. Applicants requesting service at locations that have been served previously by Company will not be assessed construction charges. Construction charges will be associated with the premises for which they were established rather than the customer, Credit for construction charges will not be transferred from one premises to another.
- E. The Company shall not be required to provide facilities, at the request of a developer, within new areas of land unless an agreement is reached and a contract is signed.
- F. Payments for charges under this Section shall be paid at the time agreement is made between the applicant and the Company for construction or special charges necessary to provide exchange service.
- G. With approval of the Company, arrangements may be made for the payment of construction or special charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid installments become due upon termination of service.
- H. The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an applicant under this Tariff shall at all times be vested exclusively in the Company or another company with which the Company has a joint agreement.
- I. Except as otherwise provided herein, the terms and conditions in this Tariff contemplate that the type of construction required to provide the quantity and grade of telephone service involved will be determined by the Company. The customer will be required to pay the added costs involved when different type of construction than that proposed by the Company is desired.
- J. Where applicants are so located that it is necessary or desirable to use private and/or government right-of-way to furnish service, such applicants may be required to provide or pay the cost of providing such right-of-way in addition to any applicable charges.

(N)

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.4 Advance Payments and Construction and Special Charges, cont'd**

(N)

**2. Construction and Special Charges, cont'd**

**2 SPECIAL SERVICE ARRANGEMENTS**

**2.1 SPECIAL ASSEMBLIES, FACILITIES AND FINISHES OF EQUIPMENT**

Rates and charges in connection with special assemblies, special facilities and special finishes of equipment will be based on the costs involved in each individual case.

**3 OTHER CONSTRUCTION OR CONDITIONS**

A. Special Types of Construction

1. Where a special type of construction is desired by a customer, such as where underground construction is requested in locations where aerial construction would be regularly used, or where conditions imposed by the customer involved excessive costs, or where underground construction is legally required by ordinance, covenant, tract restriction or otherwise, the customer or customers served by such facilities or the tract developer shall be required to pay the difference between the cost of the underground or other special type of construction and the average cost of construction normally used by the Company.
2. Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation of the persons requesting the relocation of such facilities.

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.4 Advance Payments and Construction and Special Charges, cont'd**

(N)

**2. Construction and Special Charges, cont'd**

**3 OTHER CONSTRUCTION OR CONDITIONS**

B. Temporary Construction

Where temporary construction is necessary to provide service, the applicant will be required to pay a construction charge equal to the estimated net cost of installing and removing the temporary construction.

C. Construction Under Unusual Conditions

- 1 Construction required to provide service on a seasonal basis, or to provide foreign exchange service may be subject to construction charges provided for herein.
- 2 Additional construction charges in these instances are billed in even multiples of \$1.00; any fraction of \$1.00 is disregarded.
3. Special construction charges will be applicable where, at the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct or normally utilize.

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.5 Deposits**

1. Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (a) two month's charges or two month's average billing for Residential Services or facility; or (T)  
(D)
  - (b) two and one-half month's charges or two and one-half month's average billing for a Business Service or facility; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request. (D/T)  
(D/T)
2. A residential applicant shall not be required to pay a deposit:
  - (a) When the Company, at its discretion, verifies that an applicant had previous service with Cox or a Cox Affiliated Company and the applicant has maintained satisfactory credit, the applicant would obtain service without a deposit or;

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.5 Deposits, cont'd.**

(b) When the Company, at its discretion, verifies that an applicant had previous service with any telecommunications service provider in the State of Arizona for the same type of service within the last two years and the Company also verifies through regional and/or national data exchanges that the applicant's payment record was satisfactory, applicant would obtain service without a deposit. If the applicant had been delinquent in the payment of a telecommunications service provider account on more than two (2) occasions, presented a dishonored check for payment of a telecommunications service account or had service disconnected due to nonpayment as reported in the regional and/or national data exchanges within the past 12 months, the Company may require a deposit prior to delivery of telephone service; or

(c) When the Company, at its discretion, verifies satisfactory credit information derived from a national credit bureau agency(s), the Company will not require a deposit or if applicant provides pertinent information to their credit standing in the form of one of the following:

- 1.) By providing a written guarantee, acceptable to Cox,
  - 2.) By providing a cosigner or guarantor, acceptable to Cox.
3. The amount of the deposit for residential customers shall not exceed an amount equal to two (2) months local exchange charges and/or two (2) months toll charges determined by actual or anticipated usage.
4. When a Residential Customer's deposit exceeds \$40, the Company may arrange for the Customer to make the payment over three billing periods. However, the Company may allow a residential customer to extend the payments of any required deposit over a longer period of time to avoid undue hardship. (T)  
(T)

**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.5 Deposits, cont'd.**

5. A current end-user may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the end-user has had service disconnected during the last twelve (12) months or has presented a check to Cox that was subsequently dishonored. (T)

Interest on cash deposits shall be paid by Cox at no less than the rate calculated as follows:

For all Customer deposits kept longer than 90 days, the interest rate shall be established the 1st day of January of each year to equal the average of the weekly percent annual yields of one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point. Such interest shall be calculated to December 1 of each year, and the payment shall be made by credit to customers' account on the December billing or at the request of the customer, the payment shall be made directly to the customer. (T)

6. If a refund of the deposit is made within ninety (90) days of receipt of the deposit, no interest payment shall be made. If Cox retains the deposit more than ninety (90) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service. Cox will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.
7. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account.
8. In determining the amount of any deposit, no charges for estimated telephone directory advertising will be used.

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.5 Deposits, cont'd.**

9. The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the customer within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
10. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
11. Cox shall automatically refund or credit the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection 5 & 6 of this Section. (T)
12. Cox shall automatically refund or credit the deposit for business service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored. (T)



**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.5 Deposits, cont'd.**

Cox may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit. If the Customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsections 5 & 6 of this section.

13. Cox will keep records to show:
  - (a) The name, account number, and address of each depositor.
  - (b) The amount and date of the deposit.
  - (c) Each transaction concerning the deposit.
14. Cox will issue a receipt of deposit to each applicant from whom deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
15. Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
16. Upon the sale or transfer of Cox or operating units thereof, the seller shall file, with the application of transfer, a verified list of the information in subsection (n) of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.
17. The deposit made by the end-user with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

(D)  
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(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.6 Discontinuance of Service**

1. Cox may refuse service or terminate existing service to an end-user without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or end-users.
2. Cox may refuse service or terminate existing service to a customer pursuant to the disconnect procedure provided below for any of the following reasons:
  - (a) Nonpayment of a bill within the period prescribed by these tariffs. (T)
  - (b) Failure to make a security deposit as set forth in these tariffs.
  - (c) Violation of or noncompliance with any provision of law.
  - (d) Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - (e) Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's terms and conditions of service on file with and approved by the Commission.
  - (f) Use in such manner as to interfere with service to other customers.
  - (g) Impersonation of another with fraudulent intent.
  - (h) Use of service or facilities for a call or calls, anonymous in a manner reasonably expected to frighten, abuse, torment, or harass another.
  - (i) Any other violation of the Company's regulations.
3. Cox will provide documentation to the Customer upon request, indicating the reason(s) that service is being withheld. (T)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.6 Discontinuance of Service, cont'd.**

4. Upon a customer's request to terminate local exchange service, Cox will inform such customer of the customer's responsibility to contact the customer's IXC regarding continuance or termination of such service from the IXC.
5. Cox shall not be required to provide service to an applicant or customer who has not paid for prior telephone service rendered by another telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
6. Cox shall not be required to furnish or continue furnishing service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
7. Cox may extend a payment arrangement to an applicant for a prior bill. (T)  
(D)  
(D)
8. Cox will not refuse service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. Cox will not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due to Cox.
9. Residential service cannot be disconnected for failure to pay a bill for a business service.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.6 Discontinuance of Service, cont'd.**

10. Service may not be withheld from a customer whose name was fraudulently used to obtain service at another location without the customer's permission or knowledge. (T)
11. Service will not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to Cox, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location. (T)
12. Cox will not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Arizona. (T)
13. Cox may require each customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services or execute a deferred payment agreement, if offered before service is restored. (T)
14. If there is an unresolved dispute pending with the Commission concerning a bill and the customer pays the undisputed portion of that bill, disconnection procedures shall be held in abeyance until the dispute is resolved. (T)
15. Service to a customer may be disconnected for any reason which by these tariffs requires notice, other than nonpayment for service or failure to make a security deposit, only upon order of the Commission, upon application and after notice and hearing. For good cause shown, the Commission may order disconnection of service pending hearing, with or without notice to the customer. (T)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.6 Discontinuance of Service, cont'd.**

16. Telephone Calls with Intent to Annoy:

(T)

- A. The Company may discontinue service to any Customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person addressed or any family member.
- B. The Company may discontinue service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.
- C. The Company may, at its discretion, terminate service to any Customer who establishes a pattern of behavior with respect to the services provided by the Company that is intended to vex, harass or annoy the Company, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts the Company's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Payment Arrangements, cont'd.**

**2.5.6 Discontinuance of Service, cont'd.**

16. Telephone Calls with Intent to Annoy: (cont'd)

(T)

- D. Prior to disconnection of service for calls described in parts A. and B. above, the Company will make reasonable effort to persuade the Customer placing such calls to cease all such activity. If such activity persists, the Company may, at its option, disconnect service. Prior to disconnection of service for calls described in part C. above, the Company may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth in section C above, the Company may, at its option, immediately discontinue service.
- E. For the purpose of this section 2.5.6, telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by the Company.
- F. Company may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Allowances for Interruptions of Service**

- 2.6.1 Credit for interruptions: Unless otherwise specified, when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the Monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges specified herein for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

The Company may provide products or services up to a \$25 value **(max rate \$50)** as a gesture of goodwill whenever the Company deems it appropriate to compensate a Residential Customer for Customer's inconvenience. (N)  
(N)

In the first 12 months after installation, if a Residential Customer is not completely satisfied with Cox Telephone Service, the Company will refund the first month's Monthly Recurring Charges on the Primary Line, excluding local toll and long distance charges. Additionally, Company offers an On Time Guarantee to its Customers that guarantees if a Cox technician or agent does not arrive within the prearranged four hour service window for an installation or service call, Company will credit the Customer's account \$20.00 on the next bill cycle.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Allowances for Interruptions of Service, cont'd.**

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
2. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. 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,
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
7. interruption of service due to circumstances or causes beyond the control of the Company.

**2.6.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.



**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.7 Cancellation and Automatic Renewal of Service**

(T)

**2.7.1 Cancellation of Application for Service**

1. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any activity requiring payment of construction or special charges, no charges will be imposed except for those specified below.
2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
3. The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.7 Cancellation and Automatic Renewal of Service, cont'd.**

**2.7.2 Cancellation Service by the Customer**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges expended or waived by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges incurred and paid to third parties by Company on behalf of Customer, plus
3. all Monthly Recurring Charges specified in the applicable contract, agreement or tariff for the balance of the remaining term.

**2.7.3 Automatic Renewal of Term Agreements**

Upon expiration of the Customer's selected initial term, the Customer's Service Agreement shall automatically renew for one (1) year terms unless the Customer or Cox provides the other with written termination notice at least sixty (60) days prior to the expiration of the then existing term.

**2.8 Transfer and Assignments or Relocation**

(N)

**2.8.1 Transfer and Assignments**

(T)

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**2.8.2 Relocation**

(T)

**If, during the Term of this Agreement, Customer moves from the original address identified on the Commercial Services Agreement (the "Original Location") to a new location (the "New Location") ("Relocation"):**

(N)

(N)

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.8 Transfer and Assignments or Relocation, cont'd.**

(T)

**2.8.2 Relocation, cont'd.**

- a) if the New Location is within the same Cox Franchise Area as the Original Location and (i) Cox determines that Cox can provide Services at the New Location without Cox incurring any additional construction or other costs or (ii) if Cox decides in its sole discretion to incur the additional costs of providing Services at the New Location, then the New Location shall be deemed by Cox to be "Serviceable." If the New Location is Serviceable, then Cox shall provide Services at the New Location instead of at the Original Location, and Customer will not incur any early termination fees as a result of the Relocation, provided that Customer complies with the notice requirements set forth below and satisfies the monthly recurring charge and other commitments set forth in this Agreement for the remainder of the Term.
- b) if (i) the New Location is not within the same Cox Franchise Area as the Original Location or (ii) Cox determines that Cox cannot provide Service to the New Location without Cox incurring additional construction or other costs that Cox is not willing to incur, then the New Location shall be deemed by Cox to be "Not Serviceable". If the New Location is Not Serviceable, Customer may terminate this Agreement due to such Relocation by providing Cox at least thirty (30) days notice of termination. Customer shall be required to pay for Service through the date of termination including all nonrecurring charges, if any. If Cox incurred construction costs at the Original Location, then Customer must also pay Cox the early termination fees set forth in this Agreement as a result of such termination. If Cox did not incur construction costs at the Original Location, then Customer may terminate this Agreement without incurring any early termination charges; however Customer shall be required to refund to Cox any credits that Cox provided to Customer under this Agreement.

(N)

Customer shall notify Cox in writing at least sixty (60) days prior to Relocation and provide Cox with the address of the New Location for Cox to determine serviceability. Cox shall respond to Customer within ten (10) days of the Relocation notice stating whether the New Location is serviceable. The Relocation option set forth in this provision is not available for customers who are not in good standing with Cox.

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs.

**2.10 Toll Service**

1. If a residential Customer in any single month, accrues toll charges in excess of twice the average monthly toll charges of the Company's Customers in the same class of service or twice the actual monthly average of the individual Customer's charges, the Company will review the Customer's previous billing and payment history. If such review indicates that it is unlikely the Customer shall be able to pay such bill, the Company may contact the Customer to make inquiries concerning the abnormal usage. If the explanation is not satisfactory, the Company may require a security and/or payment of charges on the account to continue service. The Company may terminate service provided the Customer is given 48 hours advanced notice and the Customer makes no further attempt to secure and or pay the account in order to continue service. The 48-hour notification rule shall be waived and service will be terminated immediately in those situations where intentional Customer abuse of toll usage is evident.
2. If a Customer exceeds the average monthly toll charges of Company Customers in the same class of service and has exhibited a previous inability to pay such charges, the Company may impose toll control, where technically feasible, or a toll cap of \$100.00.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions**

**3.1 Local Exchange Service**

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network via a voice grade communications channel, and which provides the Customer:

- the ability to place or receive calls to any calling Station in the local calling area, as defined herein;
- access to 911 Emergency Service, or enhanced 911 Emergency Service, where available (T)
- access to the interexchange carrier selected by the Customer for intraLATA intrastate, interLATA intrastate, interstate or international calling; (T)
- access to Operator Services; (T)
- access to Directory Assistance for the local calling area;
- the ability to place or receive calls to 800/888 telephone numbers;
- access to Telephone Relay Service.
- privacy protection (e.g. per call blocking);
- touch tone;
- a white pages directory listing.

The following local exchange access services are offered by Cox:

- Basic Residential Service (Local Line)
- Basic Business Service (Local Business Line)
- Home Office Service (a flat rated business service in a residence location)
- Cox Connect Trunk Services (T)
- ISDN-PRI (D)
- (T)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions**

**3.1 Local Exchange Service**

**1. Service Areas/Calling Area**

Where facilities are available, exchange and local service area is defined by the service area map on page 9, Application of Tariff.

**1.1 Local Calling Areas**

The Company's Phoenix and Tucson local calling area shall match the local calling area of Qwest as defined by Qwest Corporation Exchange and Network Services Price Cap Tariff, Section 5.1. and of any other ILEC as defined in tariffs on file with the ACC. If Cox is providing service in an area where a local calling area is not currently defined in ILEC tariffs, Cox will establish an appropriate local calling area that may include areas adjacent to ILEC local calling areas or to Cox's current local calling area.

(D)  
(D)  
(D)  
(N)  
|  
(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions**

Reserved for Future Use

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Issue Date: September 27, 1999

Effective Date: October 27, 1999

Issued By: Martin Corcoran  
Director, Tariff Development  
Cox Communications, Inc.  
1400 Lake Haven Drive,  
Atlanta, GA 30319

APP0351

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line**

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

**1. Basic/Custom Calling Features** (T)

Basic/Custom Calling Features are optional central office services furnished to individual line business and residence customers. Basic/Custom Calling Features are available where facilities and operating conditions permit. (T)

**(a.1) FEATURE DESCRIPTIONS -- BASIC** (T)

**Call Forwarding:** Allows a Subscriber to program his or her telephone so that incoming calls are forwarded to another number.

**Speed Calling - 8:** Allows a Subscriber to preprogram up to eight telephone numbers, and then access these numbers with the simple touch of one digit on his or her telephone set.

**Three Way Calling:** Allows a Subscriber to conference in a third person to an existing call so all three people can speak together in the same conversation.

**Call Return:** Allows the Subscriber to make an outgoing call to the last number that called the subscriber.

(M)  
(M)

**Line Number Block (per line block):** Allows the party placing an outgoing call to have his or her line always blocked from having his or her number sent.

**Call Number Block (per call block):** Allows the party placing an outgoing call to have his or her call blocked from having his or her number sent.

(M) Material moved to page 59.0.1.



**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2.1.(a.1) FEATURE DESCRIPTIONS -- BASIC**

(T)

**Repeat Dialing:** Allows a subscriber to continually redial the last number he or she originates, despite whether the call was completed or not.

**Selective Call Acceptance:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

**Selective Call Forwarding:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers may be forwarded to another number instead of being completed at the subscriber's telephone number. All other calls are completed as usual.

**Selective Call Rejection:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted.

**Anonymous Call Rejection:** Allows the subscriber to reject incoming calls from callers that intentionally block their caller identification information.

**Priority Ringing:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers ring in a distinctive sequence.

**Call Forwarding Busy:** Forwards all incoming calls to a customer defined alternate number when the customer's line is off hook.

**Call Forwarding No Answer:** Forwards all incoming calls to a customer defined alternate number after a user defined number of rings.

**Call Forwarding Remote Access:** Allows the customer to edit, activate or deactivate Call Forwarding features remotely.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2.1(a.1) FEATURE DESCRIPTIONS -- BASIC**

**Auto Ring-Down Service:** Allows a caller to be automatically connected to a pre-programmed telephone number, once the caller goes off-hook.

(T)

(N/D)

(N)

(N)

(D)

(M)

(M)

**Distinctive Ring<sup>o</sup>:** Allows more than one directory number to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence.

(D)

(D)

(D)

**Long Distance Alert:** This feature helps increase the completion of toll calls by providing a distinctive call waiting tone (if the line is off-hook) or a distinctive ringing cadence (if the line is on-hook) that alerts the subscriber to an incoming long distance call.

**Speed Calling - 30:** Allows a Business Customer to preprogram up to thirty telephone numbers, and then access these numbers with the simple touch of one or two digits on the telephone set.

(M) Material relocated to page 59.0.1.

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<sup>o</sup> Where facilities and operating conditions permit.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2.1(a.1) FEATURE DESCRIPTIONS -- BASIC**

**Six Way Calling:** Allows a subscriber to conference in four other parties to an existing call so all six parties can speak together in the same conversation.

**Busy Line Redial:** Allows a Customer to automatically re-originate a call to the last dialed TN without having to redial the TN. After activation, if the TN is busy, the Customer does not hear the usual busy signal, but is notified and instructed by an announcement, after which automatic processing of the call continues for up to 30 minutes or until TN is idle. When both lines are idle, the calling party hears a special ring. When the calling party picks up the set, the called party's line rings.

**3.1.2.1(a.2) FEATURE DESCRIPTIONS -- CUSTOM**

**Caller ID (Caller Name and Number Delivery):** Allows the called party to see the name and telephone number of the calling party.

**Call Waiting:** The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hookswitch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

**Call Waiting ID:** Allows a Customer who is engaged in a conversation and receives an incoming call hears a special call waiting tone and is provided a visual display of the calling party's name and or number. The feature combines and enhances Caller ID and Call Waiting.

**Privacy Control:** Unidentified callers are intercepted and asked to identify themselves. The calling party's recorded name is provided to the called party. The called party can (1) accept the call, (2) reject the call, or (3) forward the call to voice mail. (D)  
(T)

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LOCAL EXCHANGE SERVICE

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SECTION 3 - Service Descriptions, cont'd.

3.2 Local Exchange Service, cont'd.

3.1.2.1(a.2) **FEATURE DESCRIPTIONS -- Miscellaneous**

(N)

**Customer Originated Call Trace:** Allows a Subscriber to initiate a trace on an incoming "nuisance" call.

(M)  
(M)

**Remote Call Forwarding (RCF):** Allows the Customer to rent a directory number (RCF base number) in a remote location. Calls placed to this number are automatically forwarded via the Company's network to the Customer's principal number. Toll calls will be carried using the Cox network. RCF is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF Customer without interfering with or impairing any services offered by Cox (or "the Company). If additional RCF features at the call forwarding location or facilities at the terminating telephone are needed, the Customer will be required to subscribe for additional RCF features and facilities.

(M1)

(M1)

(M) Material relocated from page 56.  
(M1) Material relocated from page 58.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1.2 Local Exchange Service, cont'd.**

**3.1.2.1(b) Calling Feature Packages**

**RESIDENTIAL:**

**Solution Package:** Provides the subscriber with the following features:

Call Forwarding, Call Waiting, Speed Calling - 8, Three-Way Calling, Call Return, Busy Line Redial, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Call Forwarding Busy, Call Forwarding No Answer, Call Waiting ID, Caller ID, Priority Ringing, and Long Distance Alert.

**Essential Feature Pak:** Provides the Residential Customer with the following features: Busy Line Redial, Call Waiting, Call Waiting ID and Caller ID calling features.

**Premier Feature Pak:** Provides the Residential Customer with the following features: Busy Line Redial, Call Forwarding, Call Forwarding-Busy, Call Forwarding-No Answer, Call Return, Call Waiting, Call Waiting ID, Caller ID, Priority Ringing, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection and Three Way Calling. This feature package is only available to Customers who subscribe to CDT Premier Package or the Cox Nationwide 1,000 Minute Call Plan.

(N)  
|  
(N)

**BUSINESS:**

**Business Solution Package:** Provides the subscriber with the following features:

Call Forwarding, Call Waiting, Speed Calling - 8, Three-Way Calling, Call Return, Busy Line Redial, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Call Forwarding Busy, Call Forwarding No Answer, Call Waiting ID, Caller ID, Priority Ringing, and Long Distance Alert.

**Business Value Package:** Provides a business Customer with the following features: Call Forwarding, 3 Way Calling, Call Waiting, Speed Calling 30, Busy Line Redial.

**Business ID Package:** Provides a business Customer with the following features: Caller ID, Call Forwarding, 3 Way Calling, Call Waiting, Speed Calling 30, Busy Line Redial.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1.2 Local Exchange Service, cont'd.**

**2. Local Line, Rates and Charges**

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs), monthly Recurring Charges as specified in Sections 3.1.2.2.(a) and 3.1.2.2.(b) respectively.

(a) Non-Recurring Charge	<u>Residential</u>		<u>Business</u>		<u>Home Office</u>		
	<u>Current</u>	<u>Max</u>	<u>Current<sup>β</sup></u>	<u>Max</u>	<u>Current</u>	<u>Max</u>	
Line Connection Charge per line			\$45.00	\$50.00	\$45.00	\$50.00	
Lines 1-8 <sup>3</sup>	<b>\$40.00</b>	\$80.00					(R)
when bundled	<b>\$40.00</b>	\$80.00					(R)
Reconnect <sup>*</sup>	<b>\$40.00</b>	\$80.00					(R)
Reactivation <sup>†</sup>	\$20.00	\$80.00					
FastConnect <sup>ϕ</sup>	<b>\$15.00</b>	\$80.00					(R)
when bundled	<b>\$15.00</b>	\$80.00					(R)
Transfer of Service <sup>Δ</sup>	<b>\$40.00</b>	\$80.00					(R)
Self-Install <sup>‡</sup>	<b>\$15.00</b>	\$80.00					(R)
when bundled	<b>\$15.00</b>	\$80.00					(R)
Seasonal Service	\$10.00	\$15.00	\$25.00	\$25.00			

<sup>β</sup> New Cox Customers who port their numbers to Cox from another carrier will have the Business Cox Connection Charge (as stated above) waived. Customers adding new lines in addition to their ported lines (non-ported lines) will be subject to the tariffed installation rate.

<sup>3</sup> Line connection charge for the initial establishment of service includes connection of up to four lines per account. Each line thereafter will be charged the current rate as set forth above.

<sup>\*</sup> Reconnect Charge applies when Technician is required to be dispatched to Customer's premise.

<sup>†</sup> Reactivation Charge applies for electronic reconnect not requiring Technician to be dispatched to Customer's premise.

<sup>ϕ</sup> FastConnect is an optional Line Connection service offered in situations where the customer need not be at home to complete the service installation.

<sup>Δ</sup> Transfer of Service is a relocation of service within the Cox service area.

<sup>‡</sup> Line Connection Charge may apply in addition to or in lieu of Self-Install Connection Charge if Cox Technician is dispatched to Customer's premise as a result of failed Self-Install attempt that is determined to be customer related.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1.2 Local Exchange Service, cont'd.**

**2. Local Line, Rates and Charges, cont'd.**

<b>(a) Non-Recurring Charge</b>	<b><u>Residential</u></b>		<b><u>Business</u></b>		<b><u>Home Office</u></b>		(M)
Account Changes (per number after initial per billing record change)	\$10.00	\$15.00	\$20.00	\$20.00	\$20.00	\$20.00	
PIC-2 Change (per line - initial set-up) after initial set-up*	\$5.00	N/C \$7.00	\$5.00	N/C \$5.00	\$5.00	N/C \$5.00	
Line Restoral Charge (per line) <sup>§</sup>			\$25.00	\$25.00	\$25.00	\$25.00	(D)

- Waive PIC change charge if Cox Long Distance is selected.

(M) Material relocated from Page 60

<sup>§</sup> **Line Restoral Charge applies to Business Customers. Reconnect and Reactivation Charges apply to Residential Customers at rates set forth on Page 60.**

Issue Date: May 7, 2014

Effective Date: July 8, 2014

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2.2 Local Line, Rates and Charges, cont'd.**

**(b) Monthly Recurring Charges**

**Residential Rates:**

<b>Local Access Line Flat-Rate Service</b>	<b>Current Rate</b>	<b>Maximum Rate</b>
<b>Standard Service</b>	\$13.99	\$17.00
Additional lines	\$13.99	\$17.00
<b>Combination Service</b>	\$13.99	\$17.00
Second line	\$13.99	\$17.00
Additional lines	\$13.99	\$17.00
<b>Seasonal Service<sup>β</sup></b>	\$9.99	\$10.00

(M)

(M) Material relocated to Page 156 – Obsolete Services.

<sup>β</sup> For description of Seasonal Service, see Section 7.3.1, page 106.



**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2.2 Local Line, Rates and Charges, cont'd**

<b>(c.1) Residential Calling Features (per-line equipped)</b>	<b>Monthly Rate</b>	<b>Monthly Max Rate</b>	<b>Per Use<sup>5</sup></b>	<b>Max Rate</b>	<b>NRC<sup>¥</sup></b>	<b>Max Rate</b>
Basic Calling Features						
Anonymous Call Rejection*	0.99	4.00			N/C	
Busy Line Redial*	2.75	4.00	0.75	\$3.00	10.00	15.00
Call Forwarding*	3.75	6.00			10.00	15.00
Call Forwarding - Busy*	2.75	4.00			10.00	15.00
Call Forwarding - Don't Answer*	2.75	4.00			10.00	15.00
Call Forwarding - Remote Access	2.75	4.00			10.00	15.00
Call Return*	2.75	4.00	0.75	\$3.00	10.00	15.00
Distinctive Ringing	2.75	4.00			10.00	15.00
Long Distance Alert*	2.75	4.00			10.00	15.00
Priority Ring*	2.75	4.00			10.00	15.00
Selective Call Acceptance*	2.75	4.00			10.00	15.00
Selective Call Forwarding*	2.75	4.00			10.00	15.00
Three-Way Calling*	4.00	7.00	0.75	\$3.00	10.00	15.00
Toll Restriction <sup>♦</sup>	1.49	4.00			N/C	
Custom Calling Features						
Caller ID*	9.00	15.00			10.00	15.00
Call Waiting*	4.95	10.00			10.00	15.00
Call Waiting ID*	7.95	15.00			10.00	15.00
Privacy Control	3.95	4.00			10.00	10.00
Feature Packages						
Solution Package	14.95	20.00			10.00	15.00
Miscellaneous Features						
Remote Call Forwarding	17.00	20.00			30.00	30.00
Call Trace - per use	N/A	N/A	2.75	\$15.00	N/C	

(M)

(M) Residential Speed Calling - 8 moved to Obsolete Services, Page 158.

<sup>5</sup> Per Use charges will not exceed the charges for seven uses per billing period.

<sup>¥</sup> Only one Non-Recurring charge will apply when a Customer purchases more than one feature in a single order. For Calling Features connected during initial service installation, the Non-Recurring Charge will be waived.

\* Denotes features included with the Solution Package.

<sup>♦</sup> For a description of Toll Restriction, see section 7.1, page 106.

Issue Date: May 14, 2015

Effective Date: June 13, 2015

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1.2 Local Exchange Service, cont'd.**

**2. Local Line, Rates and Charges, cont'd**

**C.2 Reserved for future use.**

(T)

(M)

(M)

(M) Material relocated to Page 156 – Obsolete Services.

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Issue Date: July 9, 2014

Effective Date: July 14, 2014

Issued By: Paul Cain  
Sr. Manager, Regulatory Operations  
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1400 Lake Forest Drive,  
Atlanta, GA 30319

APP0362

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1.2 Local Exchange Service, cont'd.**

**2. Local Line, Rates and Charges, cont'd**

**C.2 Reserved for future use.**

(T)

(M)

(M)

(M) Material relocated to Page 157 – Obsolete Services.

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Issued By: Paul Cain  
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APP0363

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1.2 Local Exchange Service, cont'd.**

**2. Local Line, Rates and Charges, cont'd.**

**(d.1) Monthly Recurring Charge - Business**

**Business Line Rates:**

<b>Local Access Line Flat-Rate Service</b>	<b>Business</b>	<b>Max Rate</b>	<b>Home Office</b>	<b>Max Rate</b>	
Per Business Line <sup>φ</sup>					
Month-to-Month	<b>\$35.00</b> (I)	\$40.00	\$30.00	\$30.00	(I)
1 Year <sup>ψ</sup>	<b>\$33.00</b> (I)	\$40.00	\$28.00	\$30.00	(I)
2-Year <sup>ψ</sup>	<b>\$33.00</b> (I)	\$40.00	\$28.00	\$30.00	(I)
3-Year <sup>ψ</sup>	<b>\$33.00</b> (I)	\$40.00	\$28.00	\$30.00	(I)
4-Year <sup>ψ</sup>	<b>\$33.00</b> (I)	\$40.00	\$28.00	\$30.00	(I)
5-Year <sup>ψ</sup>	<b>\$31.00</b> (I)	\$40.00	\$26.00	\$30.00	(I)
<b>Local Access Line Measured-Rate</b>					
Measured Service	<b>\$18.00</b> (I)	\$25.00	N/A	N/A	(I)
Per Minute	\$0.10	\$0.40	N/A	N/A	
<b>Seasonal Service<sup>β</sup></b>	\$9.00	\$20.00	N/A	N/A	
<b>Cox Utility Line<sup>♦</sup></b>	25.00	30.00	25.00	30.00	

<sup>φ</sup> In response to a competitive offer, rates and charges may be provided on an individual case basis. Non-Profit businesses, organized under IRS Code 501(c)3, are eligible to receive an \$8 discount off the monthly recurring charges for a month-to-month flat rate business line with a minimum two-year term commitment for telephone service and a current subscription to a Cox Affiliated Company's service. The Non-Profit discount is not to be used with any other discount offer or promotion.

<sup>ψ</sup> Pricing effective September 1, 2010 applies to new Customers only. Customers currently under contract will be assessed the rates pursuant to their current contract. All term contracts will include, at no additional charge for the duration of the contract, three standard features: Call Forwarding, Call Waiting, and Caller ID, or a choice of the following features: Call Forwarding, Call Waiting, Caller ID, Call Forward-Busy, Call Forward-No Answer, 3-Way Calling, Call Transfer, Speed Call 30, Hunting\*, Call Forwarding-Busy/No Answer and Call Waiting ID. Offer not available on month-to-month service.

\*Hunting is not offered with Call Waiting, Call Forward-Busy or Call Forward-No Answer.

<sup>β</sup> For description of Seasonal Service, see Section 7.2, page 106.

<sup>♦</sup> The Cox Utility Line is a line with no features or directory listing. It can be used as a fax or modem line. The Customer must have at least one regular Business Line on the account to qualify for this offering.

Issue Date: February 18, 2015

Effective Date: April 1, 2015

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2.2 Local Line, Rates and Charges, cont'd.**

<b>(d.2) Business Optional Features</b>	<b>MRC<sup>Δ</sup></b>	<b>MRC MAX</b>	<b>NRC<sup>♦</sup></b>	<b>NRC Max</b>	
(per line equipped)	( \$ )	( \$ )	( \$ )	( \$ )	
Anonymous Call Rejection	N/C		N/C		
Auto Ring-Down Service	3.50	3.59	13.00	13.00	
Busy Line Redial	3.50	3.50	13.00	13.00	
Call Forwarding	3.50	3.50	13.00	13.00	
Call Forwarding - Busy	3.50	3.50	13.00	13.00	
Call Forwarding - Don't Answer	3.50	3.50	13.00	13.00	
Call Forwarding - Busy/Don't Answer	5.50	7.00	13.00	13.00	
Call Forwarding - Remote Access	3.50	3.50	13.00	13.00	
Call Return	3.50	3.50	13.00	13.00	
Call Transfer	3.50	3.50	13.00	13.00	
Call Waiting	7.00	7.00	13.00	13.00	
Call Waiting ID	12.00	12.00	13.00	13.00	
Caller ID	7.00	7.00	13.00	13.00	
Distinctive Ringing	3.50	3.50	13.00	13.00	
Long Distance Alert	3.50	3.50	13.00	13.00	
Priority Ring	3.50	3.50	13.00	13.00	
Remote Call Forwarding (RCF)	17.00	17.00	30.00	30.00	(T)
RCF Additional Paths	17.00	17.00	30.00	30.00	(T)
Selective Call Acceptance	3.50	3.50	13.00	13.00	
Selective Call Forwarding	3.50	3.50	13.00	13.00	
Selective Call Rejection	3.50	3.50	13.00	13.00	
Speed Calling - 8	3.50	3.50	13.00	13.00	
Speed Calling - 30	4.25	4.25	13.00	13.00	
Six-Way Calling	4.25	4.25	13.00	13.00	
Three-Way Calling	3.50	3.50	13.00	13.00	
Business Value Package	12.95	12.95	13.00	13.00	
Business ID Package	17.95	17.95	13.00	13.00	
Business Solution Package	21.95	21.95	13.00	13.00	

<sup>Δ</sup> In response to a competitive offer, rates and charges may be provided on an individual case basis. Rates apply to Home Office Service offering as well as Business Service.

<sup>♦</sup> For Custom Calling Features ordered with initial service order, the Non-Recurring Charge will be waived.

(D)  
(D)  
(D)

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.3 Cox Connect Trunks**

Cox Connect Trunk(s) provides an On-Net Business Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner: (T)

**1. Cox Connect Trunk**

Local Trunk-Basic can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.

**(a) One-Way Outbound**

Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

**(b) One-Way Inbound or Two-Way**

Provides the Customer with a single analog connection which can carry one-way inbound or two-way traffic.

**1. Hunting Service**

Where facilities and operating conditions permit, hunting services are available to both residential and business Customers with two or more lines of service at the same location. Lines are arranged to accommodate busy line overflows to other lines in the hunt group.

Rates and Charges	<u>NRC</u>	<u>Monthly</u>
Hunting, per line	\$13.00	\$3.50

**(c) Cox Connect Trunk - Rates and Charges:**

A Cox Connect Trunk Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.3.1.(c).1 and 3.1.3.1.(c).2 respectively. Local Line charges are only offered on a flat rate service basis. In response to a competitive offer, rates and charges may be provided on an individual case basis. (N)  
(N)  
(N)

**1. Non-Recurring Charges**

Line Connection (per Trunk) \$50.00

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.3 Cox Connect Trunk, cont'd.**

**(c) Cox Connect Trunk - Rates and Charges, cont'd.**

**1. Non-Recurring Charges, cont'd.**

Account/Number Changes ( Per Billing Record Change)	\$20.00
Initial PIC-2 Change (per line) after initial set-up*	N/C 5.00
Line Restoral Charge <sup>6</sup> (per trunk)	\$25.00
Suspension of Service Restoral Charge (per trunk) (Applies for trunk restoral after Customer-initiated suspension.)	\$25.00

**2. Monthly Recurring Charges<sup>♦</sup> (N)**

Cox Connect Trunk (per trunk) Flat Rate	\$35.00
---	---------

\* Waive PIC change charge if Cox Long Distance is selected.

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<sup>6</sup> If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

**<sup>♦</sup> In response to a competitive offer, rates and charges may be provided on an individual case basis.** (N)  
(N)

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.3 Cox Connect Trunk, cont'd.**

**2. Direct Inward Dialing (DID)**

Provides the Business Customer with Direct Inward Dialing over a single analog connection which can carry one-way, inbound traffic.

A Customer who orders DID will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified following. Rates for a volume of Numbers greater than 100 will be provided on an individual case basis.

**(a) Rates and Charges<sup>2</sup>**

	---NRC---		Monthly Recurring
	<u>Current</u>	<u>Max</u>	
DID Service Lines (each)	\$50.00	\$50.00	\$45.00
Each 20 DID Line Numbers (per block)	\$20.00	\$20.00	\$3.00
Block Compromise Charge <sup>3</sup>	\$00.00	\$450.00	N/A

<sup>2</sup> ♦ **In response to a competitive offer, rates and charges may be provided on an individual case basis.** In addition to the rates and charges identified above, the charges as specified for PBX Trunks in Section 3.1.3.1.(c) 1 & 2 would apply. (N)

<sup>3</sup> Permanent removal of a telephone number from a sequential number group per sequential number block. (N)



**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.3 Cox Connect Trunk, cont'd.**

**3. Cox Connect Trunk- DS1 Service**

Cox Connect DS1 Trunk provides an On-Net Business Customer with a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic or DID Trunks to the Customer's PBX or trunk-capable Key System. (T)

Cox Connect DS1 can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, with or without Direct Inward Dialing.

Applicable rate elements for Digital Interface include: (1) The Digital Connection; (2) The CO Channelization, per each DS1; (3) the per-trunk Circuit Termination Charge rate element; and (4) usage charges.

**(a) DS1 Provisioning**

**One-Way Outbound**

Provides the Customer with individual channels which are restricted to carry outbound traffic only.

**One-Way Inbound or Two-Way**

Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

**(i) DS1 Optional Features**

**Hunting**

Trunks may be provisioned in a hunt group to accommodate overflow traffic on the inbound trunks.

**Direct-Inward-Dialing (DID)**

Trunks may be provisioned as DID on one-way inbound or 2-way trunks.

**(b) Cox Connect DS1 Charges**

Rates will be provided on an individual case basis (ICB).

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.3.4**

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**Reserved for Future Use.**

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Issued By: Martin Corcoran  
Director, Tariff Development  
Cox Communications, Inc.  
1400 Lake Arrowhead Drive,  
Atlanta, GA 30319

APP0371

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

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(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4.** Reserved

(D)

(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4.** Reserved

(D)

(D)



**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

(D)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**4. Reserved**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.5 ISDN-PRI SERVICE**

**1. Description**

Integrated Service Digital Network (ISDN) is digital telecommunications network architecture. ISDN Primary Rate Interface (PRI) provides an On-Net Business Customer with a 1.5 Mbps connection between compatible Customer Premise Equipment (CPE) and the public switched network. The transmission facility used for a PRI circuit is a DS1. Each PRI connection provides 24-64 Kpbs voice grade channels. The standard configuration has 23 B (bearer) channels to transmit voice or data traffic and one D or data channel for call set-up and other control functions and signaling. (T)

**2. Features**

a. Standard Service Features

1. Calling Line Identification displays the identification and directory number of the calling party. (T)

b. Optional Service Features

1. Service Configurations

- 23B+D – provides 23 B channels for voice and one D channel for signaling control.
- 24B – provides 24 B channels for voice. Must be installed with a 23B+D configuration arrangement.
- 23B+D Backup – provides 23 B channels for voice and one D channel for back-up signaling control for a 23B+D circuit. Must be installed with a 23B+D configuration arrangement.

2. Trunk Connection Types:

- Call-by-Call Selection – provides automatic definition of the B-channels as inbound or outbound based on traffic requirements.
- Dedicated Outbound – provides channels, which are restricted to carry one-way outbound traffic only.
- Dedicated Inbound – provides channels, which are used to carry one-way inbound traffic only.
- Dedicated 2-Way - provides channels, which are used to carry two-way traffic.

3. 2 B-Channel Transfer allows CPE to increase trunk utilization for multi-party calls. When a transferred call is set up using two PRI channels, the channel used to initiate the call can be dropped and made available for future calls or data transmissions, thereby increasing trunk capacity and utilization.



**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.5 ISDN-PRI SERVICE**

**3. Service Capabilities**

ISDN-PRI provides the capability to:

- a. Transport customer information in the form of circuit-switched voice or data up to 64 kbps over any B channel.
- b. Where available, one D channel can control up to 20 PRI Interface Arrangements depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI Interface Arrangements in a specific grouping allowing supplemental PRI Interface Arrangements to consist of 24 B channels.
- c. In a 23B + Backup D configuration, the backup D channel will automatically become the active control channel for the primary D channel that has failed.
- d. Allow B channels to be designated for specific services, such as Incoming Exchange Trunks, Outgoing Exchange Trunks and Two-Way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Two-way Exchange Trunks may not be accessed on a Call-by-Call basis. (T)
- e. Allow the user to have access to the directory number of the calling party. (T)

**4. Conditions**

Customers subscribing to ISDN-PRI must comply with ISDN Primary Rate Interface specifications as designed by the Company.

- a. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- b. ISDN compatible terminal equipment is a requirement for operation. It is the customer's responsibility to obtain and power such equipment.

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.5 ISDN-PRI SERVICE**

**4. Conditions, cont'd.**

(T)

- c. ISDN-PRI service does not preclude the customer from originating or receiving circuit-switched voice calls from inside or outside either the serving central office or the Local Exchange Area. Where facilities are available, the customer will be able to originate and receive circuit-switched data calls outside of the serving central office.
- d. All PRI Interface Arrangement configurations must have at least one 23B+D Interface Arrangement for signaling and control functions. A 23B + Back-up D Interface Arrangement is required whenever the ISDN-PRI Interface Arrangements ordered and in-service would otherwise cause more than 47 B-channels to be controlled by a single D channel.

**5. Rates and Charges**

1. Application of Rates

- a. The PBX Trunk dial tone is included in the ISDN-PRI Service rates and charges.
- b. The PBX Trunk Flat rate Monthly Usage Option, measured rate charges and message rate charges specified in the Local Exchange Services tariff apply, as appropriate, to each PBX trunk provisioned on the ISDN-PRI Service using the circuit-switched voice arrangement.
- c. Existing tariff rates, charges and regulations for DID service apply, where required. This includes DID numbers and trunk connection charges. Tariffed DID trunk connection charges apply for each DID trunk provisioned on the ISDN-PRI Interface Arrangement.
- d. Individual Additional Telephone Numbers may be ordered from this tariff without incurring DID trunk connection charges.
- e. Trunk hunting is included in the ISDN-PRI Service rates and charges.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.5 ISDN-PRI SERVICE**

**5. Rates and Charges, cont'd.**

**2. Rates<sup>♦</sup>**

	<u><b>NRC</b></u> <b>(\$)</b>	<u><b>Monthly</b></u> <b>(\$)</b>
<b>a. Primary Rate Access Facility, each</b>	800	250
<b>b. ISDN-PRI Configuration Options:</b>		
23B+D	700	300
24B	700	300
23B+Back-up D	700	350
<b>c. Trunk Connection Types:</b>		
Call-By-Call Service selection	100	75
Dedicated Services	50	45
<b>d. Features:</b>		
<b>PRI 2 B-Channel Transfer</b>		
Per Facility (current rate)	100	25
Per Facility (maximum rate)	200	50
<b>e. PRI Reconfiguration Charge</b>		
Trunk Change Charge, per PRI		
Change in D-channel configuration (23B+D; 24B; 23B+Back-up D)	300	N/A
<b>f. Individual Additional Telephone Numbers,</b> each number	25	3
<b>g. Bulk Facilities</b>		

The following rates apply for Bulk-rated PRI services for terms of 1 month to 5 years. The rate includes the access facility, configuration option (23B+D, 24B, or 23+D Backup), trunk connection type (DOD, DID, 2-way, Call-by-Call Selection), and 100 DID numbers.

	<u><b>NRC</b></u> <b>(\$)</b>	<u><b>Max NRC</b></u> <b>(\$)</b>	<u><b>MRC</b></u> <b>(\$)</b>	<u><b>Max MRC</b></u> <b>(\$)</b>
Month-to-Month	waived	\$1000	\$975	\$1200
1-Year Contract	waived	\$1000	\$950	\$1200
2-Year Contract	waived	\$1000	\$800	\$1200
3-Year Contract	waived	\$1000	\$775	\$1200
5-Year Contract	waived	\$1000	\$750	\$1200

<sup>♦</sup> In response to a competitive offer, rates and charges may be provided on an individual case basis. (N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service**

(T)

**1. General**

Intrastate toll service is furnished for telephone communication between telephones in different local calling areas within the state in accordance with the regulations and schedules of charges specified in this tariff. In order to subscribe to Cox long distance, the Customer must subscribe to Cox local exchange service within a Cox serviceable area.

(N)

(N)

(N)

Switched services transits the local facilities to the Public Switched Telephone Network (PSTN) before being switched to the Interexchange Carrier's (IXC's) network to complete a long distance or toll free call. These calls are subject to all Local Exchange Carrier (LEC) originating and terminating charges.

**2. Timing of Messages**

- (a) Unless otherwise indicated, all calls for residential Customers are timed in sixty (60) second increments and are rounded up to the next whole minute. Unless otherwise indicated, all calls for business Customers are timed in six (6) second increments and are rounded up to the next 6-second increment.
- (b) For station to station calls, call timing begins when a connection is established between the calling and called stations.
- (c) For person to person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
- (d) Call timing ends when the called station "hangs up," thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network, or by the Company operator.
- (e) Calls originating in one time period as defined in 3.1.6.4 and terminating in another will be billed the rates in effect at the beginning of the billing increment.



**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**3. Residential and Business Rates**

Cox will charge the following rate(s) without regard to mileage as follows:

	<u>Day</u>	<u>Evening</u>	<u>Night</u>	
<u>Direct Dialed:</u>				
Residential Rate per Minute	\$0.14	\$0.14	\$0.14	
Max Rate	\$0.40	\$0.40	\$0.40	
Business Rate per 6-second increment	\$0.015	\$0.015	\$0.015	
Max Rate	\$0.04	\$0.04	\$0.04	
<u>Residential Operator Assisted Calls:</u>				
Rate per Minute	\$0.35	\$0.35	\$0.35	
<b>Max Rate</b>	<b>\$0.70</b>	<b>\$0.70</b>	<b>\$0.70</b>	(N)
<u>Business Operator Assisted Calls:</u>				
Rate per Minute	\$0.25	\$0.25	\$0.25	

**4. Time Periods Defined**

Day: 8:00 a.m. to, but not including, 5:00 p.m. - M - F  
Evening: 5:00 p.m. to, but not including, 11:00 p.m. - M - F  
Night: 11:00 p.m. to, but not including, 8:00 a.m. - M - F  
All day Saturday, Sunday and Holidays.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service , cont'd.**

**5. Reserved**

**6. Optional Calling Plans**

**Cox U.S. Savings Plan**

This optional calling plan will provide Cox residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, Puerto Rico, and the U.S. Virgin Islands. The plan is a flat \$0.07 per minute all day, every day on direct dialed calls with a monthly recurring fee of \$3.95.

Monthly Charge:	<b>MRC</b> \$3.95	<b>Max Rate</b> <b>\$6.00 (N)</b>	(N) (N)
Per Minute:	\$0.07	<b>\$0.20 (N)</b>	(N)

**Simply Five Savings Plan**

This optional calling plan will provide Cox Residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. The plan is a flat \$0.05 per minute all day, every day on direct dialed intrastate and interstate calls with a monthly recurring charge (MRC) of \$4.95. The MRC may be waived on a promotional basis.

Monthly Charge:	MRC \$4.95	Max Rate <b>\$8.00 (I)</b>	(I)
Per Minute:	\$0.05	<b>\$0.20 (N)</b>	(N)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**6. Optional Calling Plans, cont'd.**

Cox Business Solutions Calling Plan

The Cox Business Solutions Calling Plan (the "Plan") enables Business Customers who subscribe to Cox Local Service to receive reduced rates on their domestic long distance and toll free service based on the monthly call volume and the term commitment of the plan selected. No minimum usage obligations are associated with the Plan. The Customer must select Cox as their PIC and LPIC.

The Plan is available in one-, two-, three-, four-, or five-year term commitments. The term of the selected commitment will commence on the first day of the next complete billing month following the execution of the Customer Service Agreement that references this Plan.

The Plan is shared among a Business Customer's access lines that are presubscribed to Cox LD. The Plan is billed in 6-second increments and rounds up to the next highest 6-second increment for partial increments.

If the Customer terminates their Plan prior to the expiration of the selected term, or the Customer fails to meet all of the conditions under this Plan, Cox may, at its option, (i) re-rate the Customer's usage to the nearest qualifying term plan; or (ii) if terminated in the first year, re-rate the Customer's usage at the Standard Service Plan rate of \$0.10 per minute.

The Plan is an intrastate service and does not apply to the following calls, services or applications and cannot be used in conjunction with: Collect Calls; Calling Card; Calls to 555, 700, 900, 976 Services; Third Number Billed; Directory Assistance and Directory Assistance Call Completion; Repeat Call; Return Calls (per activation); Person-to-Person Calls; Intercept Call Completion; Operator Handled Calls; Three-Way Calling (per activation); Call Centers; Automatic Dialing Equipment.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**6. Optional Calling Plans, cont'd.**

Cox Business Solutions Calling Plan

Calls that originate and terminate in the State of Arizona will be assessed the following per Minute-of-Use ("MOU") rates based on cumulative minutes-of-use and term selected:

Minutes-Of-Use	TERM COMMITMENT				
	1 Year Per MOU	2 Year Per MOU	3 Year Per MOU	4 Year Per MOU	5 Year Per MOU
0-249	\$0.056	\$0.054	\$0.052	\$0.050	\$0.048
250-499	\$0.050	\$0.048	\$0.046	\$0.044	\$0.042
500-999	\$0.048	\$0.046	\$0.044	\$0.042	\$0.040
1,000-2,499	\$0.046	\$0.044	\$0.042	\$0.040	\$0.038
2,500-4,999	\$0.044	\$0.042	\$0.040	\$0.038	\$0.036
5,000-9,999	\$0.042	\$0.040	\$0.038	\$0.036	\$0.034
10,000-49,999	\$0.040	\$0.038	\$0.036	\$0.034	\$0.032
50,000-99,999	\$0.037	\$0.035	\$0.033	\$0.031	\$0.029
100,000+	\$0.034	\$0.032	\$0.030	\$0.028	\$0.026

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**6. Optional Calling Plans, cont'd.**

Cox Business Enterprise Calling Plan

The Cox Business Enterprise Calling Plan (the "Plan") enables Business Customers to receive reduced rates on their domestic long distance and toll free service based on monthly call volume and the term commitment of the plan selected. No minimum usage obligations are associated with the Plan. The Plan is available to Cox Business Customers who (1) subscribe to Cox Local Service; (2) select Cox as their PIC and LPIC; and (3) subscribe to one of the following additional Cox Business Services:

Cox Business Internet Service	Cox Private Line Service
Cox Metro Ethernet Service	Cox Business Video Service

The Plan is available in one-, two-, three-, four-, or five-year term commitments. The term of the selected commitment will commence on the first day of the next complete billing month following the execution of the Customer Service Agreement that references this Plan.

The Minutes-of-Use ("MOUs") are cumulative across a Business Customer's access lines that are subscribed to the Plan. The Plan is billed in 6-second increments and rounds up to the next highest 6-second increment for partial increments.

If the Customer terminates their Plan prior to the expiration of the selected term, or the Customer fails to meet all of the conditions under this Plan, Cox may, at its option, (i) re-rate the Customer's usage to the nearest qualifying term plan; or (ii) if terminated in the first year, re-rate the Customer's usage at the Standard Service Plan rate of \$0.10 per minute.

The Plan is an intrastate service and does not apply to the following calls, services or applications and cannot be used in conjunction with: Collect Calls; Calling Card; Calls to 555, 700, 900, 976 Services; Third Number Billed; Directory Assistance and Directory Assistance Call Completion; Repeat Call; Return Calls (per activation); Person-to-Person Calls; Intercept Call Completion; Operator Handled Calls; Three-Way Calling (per activation); Call Centers; Automatic Dialing Equipment.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

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**6. Optional Calling Plans, cont'd.**

Cox Business Enterprise Calling Plan

Calls that originate and terminate in the State of Arizona will be assessed the following per MOU rates based on cumulative minutes-of-use and term selected:

Minutes-Of-Use	TERM COMMITMENT				
	1 Year Per MOU	2 Year Per MOU	3 Year Per MOU	4 Year Per MOU	5 Year Per MOU
0-249	\$0.052	\$0.050	\$0.048	\$0.046	\$0.044
250-499	\$0.046	\$0.044	\$0.042	\$0.040	\$0.038
500-999	\$0.044	\$0.042	\$0.040	\$0.038	\$0.036
1,000-2,499	\$0.042	\$0.040	\$0.038	\$0.036	\$0.034
2,500-4,999	\$0.040	\$0.038	\$0.036	\$0.034	\$0.032
5,000-9,999	\$0.038	\$0.036	\$0.034	\$0.032	\$0.030
10,000-49,999	\$0.036	\$0.034	\$0.032	\$0.030	\$0.028
50,000-99,999	\$0.033	\$0.031	\$0.029	\$0.027	\$0.025
100,000+	\$0.030	\$0.028	\$0.026	\$0.024	\$0.022

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

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**6. Optional Calling Plans, cont'd.**

**Cox U.S. 250 Savings Plan**

This optional residential long distance calling plan provides Cox Customers a competitively priced alternative for moderate users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$15.00, which includes up to 250 minutes of intrastate and interstate usage. Additional minutes over the included 250 will be assessed \$0.07 per minute all day, everyday on direct dialed calls.

**Cox U.S. 500 Savings Plan**

This optional residential long distance calling plan provides Cox Customers a competitively priced alternative for substantial users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$25.00, which includes up to 500 minutes of intrastate and interstate usage. Additional minutes over the included 500 will be assessed \$0.05 per minute all day, everyday on direct dialed calls.

**Cox Online LD Plan**

The Cox Online LD Plan includes local toll (intrastate) calls if Cox Long Distance Service is selected as the service provider for local toll service. Customer must subscribe to Cox Digital Telephone service and this optional calling plan through the Cox online website to be eligible for subscription to the Online LD Plan. There is no monthly recurring charge for this plan. A per minute rate of 10 cents, with a max rate of \$0.40, applies to direct dialed local toll usage. Additional charges apply for international, Calling Card, Directory Assistance, or Operator Services calls. Calls are billed in whole minute increments. Taxes, fees and other charges, including Universal Service Fund, apply to the usage charges assessed on this plan.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 100**

This optional long distance call plan offers a Cox Business Customer a block of 100 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 100 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$7.50 (I)</b>	\$10.00	<b>\$0.075 (I)</b>	\$0.10
<b>2 Year</b>	<b>\$7.20 (I)</b>	\$10.00	<b>\$0.072 (I)</b>	\$0.10
<b>3 Year</b>	<b>\$7.00 (I)</b>	\$10.00	<b>\$0.070 (I)</b>	\$0.10
<b>4 Year</b>	<b>\$6.90 (I)</b>	\$10.00	<b>\$0.069 (I)</b>	\$0.10
<b>5 Year</b>	<b>\$6.80 (I)</b>	\$10.00	<b>\$0.068 (I)</b>	\$0.10

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**CBS Minute Pack 250**

This optional long distance call plan offers a Cox Business Customer a block of 250 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 250 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 250-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$14.00 (I)</b>	\$20.00	<b>\$0.056 (I)</b>	\$0.10
<b>2 Year</b>	<b>\$13.00 (I)</b>	\$20.00	<b>\$0.052 (I)</b>	\$0.10
<b>3 Year</b>	<b>\$12.00 (I)</b>	\$20.00	<b>\$0.048 (I)</b>	\$0.10
<b>4 Year</b>	<b>\$11.75 (I)</b>	\$20.00	<b>\$0.047 (I)</b>	\$0.10
<b>5 Year</b>	<b>\$11.50 (I)</b>	\$20.00	<b>\$0.046 (I)</b>	\$0.10

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 500**

This optional long distance call plan offers a Cox Business Customer a block of 500 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 500-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	MRC	Overage	Overage
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$26.00 (I)</b>	\$40.00	<b>\$0.050 (I)</b>	\$0.10
<b>2 Year</b>	<b>\$25.00 (I)</b>	\$40.00	<b>\$0.048 (I)</b>	\$0.10
<b>3 Year</b>	<b>\$23.00 (I)</b>	\$40.00	<b>\$0.046 (I)</b>	\$0.10
<b>4 Year</b>	<b>\$22.50 (I)</b>	\$40.00	<b>\$0.045 (I)</b>	\$0.10
<b>5 Year</b>	<b>\$22.00 (I)</b>	\$40.00	<b>\$0.044 (I)</b>	\$0.10

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**CBS Minute Pack 1000**

This optional long distance call plan offers a Cox Business Customer a block of 1000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 1000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 1000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	MRC	Overage	Overage
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$48.00 (I)</b>	\$80.00	<b>\$0.048 (I)</b>	\$0.10
<b>2 Year</b>	<b>\$47.00 (I)</b>	\$80.00	<b>\$0.047 (I)</b>	\$0.10
<b>3 Year</b>	<b>\$45.00 (I)</b>	\$80.00	<b>\$0.045 (I)</b>	\$0.10
<b>4 Year</b>	<b>\$44.00 (I)</b>	\$80.00	<b>\$0.044 (I)</b>	\$0.10
<b>5 Year</b>	<b>\$43.00 (I)</b>	\$80.00	<b>\$0.043 (I)</b>	\$0.10

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 2500**

This optional long distance call plan offers a Cox Business Customer a block of 2500 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 2500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 2500-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$109.00 (I)</b>	\$200.00	<b>\$0.0436 (I)</b>	\$0.10
<b>2 Year</b>	<b>\$105.00 (I)</b>	\$200.00	<b>\$0.042 (I)</b>	\$0.10
<b>3 Year</b>	<b>\$100.00 (I)</b>	\$200.00	<b>\$0.040 (I)</b>	\$0.10
<b>4 Year</b>	<b>\$97.50 (I)</b>	\$200.00	<b>\$0.039 (I)</b>	\$0.10
<b>5 Year</b>	<b>\$95.00 (I)</b>	\$200.00	<b>\$0.038 (I)</b>	\$0.10

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**CBS Minute Pack 5000**

This optional long distance call plan offers a Cox Business Customer a block of 5000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 5000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 5000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$200.00 (I)</b>	\$370.00	<b>\$0.040 (I)</b>	\$0.10
<b>2 Year</b>	<b>\$195.00 (I)</b>	\$370.00	<b>\$0.039 (I)</b>	\$0.10
<b>3 Year</b>	<b>\$190.00 (I)</b>	\$370.00	<b>\$0.038 (I)</b>	\$0.10
<b>4 Year</b>	<b>\$185.00 (I)</b>	\$370.00	<b>\$0.037 (I)</b>	\$0.10
<b>5 Year</b>	<b>\$180.00 (I)</b>	\$370.00	<b>\$0.036 (I)</b>	\$0.10

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 7500**

This optional long distance call plan offers a Cox Business Customer a block of 7500 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 7500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 7500-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$280.00 (I)</b>	\$500.00	<b>\$0.0373 (I)</b>	\$0.06
<b>2 Year</b>	<b>\$275.00 (I)</b>	\$500.00	<b>\$0.0367 (I)</b>	\$0.06
<b>3 Year</b>	<b>\$270.00 (I)</b>	\$500.00	<b>\$0.0360 (I)</b>	\$0.06
<b>4 Year</b>	<b>\$260.00 (I)</b>	\$500.00	<b>\$0.0347 (I)</b>	\$0.06
<b>5 Year</b>	<b>\$255.00 (I)</b>	\$500.00	<b>\$0.0337 (I)</b>	\$0.06

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**CBS Minute Pack 10,000**

This optional long distance call plan offers a Cox Business Customer a block of 10,000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 10,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 10,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	<b>\$360.00 (I)</b>	\$500.00	<b>\$0.0360 (I)</b>	\$0.055
<b>2 Year</b>	<b>\$335.00 (I)</b>	\$500.00	<b>\$0.0335 (I)</b>	\$0.055
<b>3 Year</b>	<b>\$310.00 (I)</b>	\$500.00	<b>\$0.0310 (I)</b>	\$0.055
<b>4 Year</b>	<b>\$305.00 (I)</b>	\$500.00	<b>\$0.0305 (I)</b>	\$0.055
<b>5 Year</b>	<b>\$295.00 (I)</b>	\$500.00	<b>\$0.0295 (I)</b>	\$0.055

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

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**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 20,000**

This optional long distance call plan offers a Cox Business Customer a block of 20,000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 20,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 20,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	MRC	Overage	Overage
	Current	Maximum	Current	Maximum
<b>1 Year</b>	\$600.00	\$1000.00	\$0.0300	\$0.05
<b>2 Year</b>	\$575.00	\$1000.00	\$0.0288	\$0.05
<b>3 Year</b>	\$525.00	\$1000.00	\$0.0263	\$0.05
<b>4 Year</b>	\$520.00	\$1000.00	\$0.0260	\$0.05
<b>5 Year</b>	\$500.00	\$1000.00	\$0.0250	\$0.05

**CBS Minute Pack 40,000**

This optional long distance call plan offers a Cox Business Customer a block of 40,000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-through five-year term commitment. The block of 40,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 40,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	MRC	Overage	Overage
	Current	Maximum	Current	Maximum
<b>1 Year</b>	\$1150.00	\$1500.00	\$0.0288	\$0.05
<b>2 Year</b>	\$1075.00	\$1500.00	\$0.0269	\$0.05
<b>3 Year</b>	\$1000.00	\$1500.00	\$0.0250	\$0.05
<b>4 Year</b>	\$960.00	\$1500.00	\$0.0240	\$0.05
<b>5 Year</b>	\$920.00	\$1500.00	\$0.0230	\$0.05

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

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**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 50,000**

This optional long distance call plan provides Cox Business Customers a block of 50,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 50,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 50,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	\$1400.00	\$1800.00	\$0.028	\$0.05
<b>2 Year</b>	\$1300.00	\$1800.00	\$0.026	\$0.05
<b>3 Year</b>	\$1200.00	\$1800.00	\$0.024	\$0.05
<b>4 Year</b>	\$1200.00	\$1800.00	\$0.024	\$0.05
<b>5 Year</b>	\$1150.00	\$1800.00	\$0.023	\$0.05

**CBS Minute Pack 75,000**

This optional long distance call plan provides Cox Business Customers a block of 75,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 75,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 75,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	\$1900.00	\$2300.00	\$0.0253	\$0.05
<b>2 Year</b>	\$1800.00	\$2300.00	\$0.0240	\$0.05
<b>3 Year</b>	\$1750.00	\$2300.00	\$0.0233	\$0.05
<b>4 Year</b>	\$1725.00	\$2300.00	\$0.0230	\$0.05
<b>5 Year</b>	\$1650.00	\$2300.00	\$0.0220	\$0.05

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

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**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 100,000**

This optional long distance call plan provides Cox Business Customers a block of 100,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 100,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	\$2450.00	\$2800.00	\$0.0245	\$0.05
<b>2 Year</b>	\$2350.00	\$2800.00	\$0.0235	\$0.05
<b>3 Year</b>	\$2250.00	\$2800.00	\$0.0225	\$0.05
<b>4 Year</b>	\$2200.00	\$2800.00	\$0.0220	\$0.05
<b>5 Year</b>	\$2200.00	\$2800.00	\$0.0220	\$0.05

**CBS Minute Pack 125,000**

This optional long distance call plan provides Cox Business Customers a block of 125,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 125,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 125,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC		Overage	
	Current	Maximum	Current	Maximum
<b>1 Year</b>	\$3000.00	\$3400.00	\$0.024	\$0.05
<b>2 Year</b>	\$2875.00	\$3400.00	\$0.023	\$0.05
<b>3 Year</b>	\$2750.00	\$3400.00	\$0.022	\$0.05
<b>4 Year</b>	\$2750.00	\$3400.00	\$0.022	\$0.05
<b>5 Year</b>	\$2625.00	\$3400.00	\$0.021	\$0.05

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

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**6. Optional Calling Plans, cont'd.**

**CBS Minute Pack 150,000**

This optional long distance call plan provides Cox Business Customers a block of 150,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 150,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 150,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	<b>MRC</b>	<b>MRC</b>	<b>Overage</b>	<b>Overage</b>
	<b>Current</b>	<b>Maximum</b>	<b>Current</b>	<b>Maximum</b>
<b>1 Year</b>	\$3450.00	\$3800.00	\$0.023	\$0.05
<b>2 Year</b>	\$3300.00	\$3800.00	\$0.022	\$0.05
<b>3 Year</b>	\$3150.00	\$3800.00	\$0.021	\$0.05
<b>4 Year</b>	\$3150.00	\$3800.00	\$0.021	\$0.05
<b>5 Year</b>	\$3000.00	\$3800.00	\$0.020	\$0.05

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**6. Optional Calling Plans, cont'd.**

**COX OFFICE SOLUTIONS MINUTE PAK**

200 Minutes of Long Distance Service

The Cox Office Solutions Minute Pak includes a block of 200 minutes of direct dialed interstate and intrastate long distance. The block of 200 minutes is shared among a Business Customer's access lines. Any unused minutes remaining at the end of the billing period will not carryover to the next billing period. Intrastate minutes will be billed at 5 cents per minute.

Monthly Recurring Charge \$10.00

**The Business Nickel Call Plan**

This Business **Nickel** call plan provides Cox Business Customers a competitively priced alternative to the standard long distance plan. The call plan is available to new and existing customers who choose Cox Long Distance for both PIC and LPIC **and subscribe to at least a one-year term agreement.** The plan is a flat \$0.05 per-minute all day, every day on direct dialed intrastate calls with no monthly recurring charge **and billed in six second increments.** Additionally, there is a complementary interstate **Business Nickel** call plan that includes state-to-state calls to all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. **Additional, as an added benefit, the Customer will receive free LD minutes each month depending on the number of lines associated with the account pursuant to the table below.**

Current Rate		Maximum Rate
Per six-second increment:	\$0.005	\$0.01

Number of Lines	Free Minutes
2 through 5	250
6 through 10	500
11+	1,000



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LOCAL EXCHANGE SERVICE

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SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.6 Intrastate Toll Service, cont'd.

6. Optional Calling Plans, cont'd.

Cox Business Unlimited LD Call Plan

General

The Cox Business Services Unlimited Call Plan will be offered to Business Customers where facilities exist and operating conditions permit. The Plan is provisioned with the following services:

- Up to a maximum of 10 flat-rated Business Access Lines, except IP-Centrex lines (lines are priced separately);
- Unlimited intraLATA outbound toll minutes;
- Unlimited interLATA outbound toll minutes;
- Calls are timed in 6-second increments and rounded up to the next 6-second increment.

Terms and Conditions

1. The Customer must select Company as the carrier of choice for toll services for each Business access line subscribed to under this plan.
2. The Customer may subscribe up to a maximum of ten (10) Unlimited Calling lines, except for IP-Centrex lines. All lines in a common hunt group must be provisioned with the Plan. The Unlimited Calling is only available to Customers who subscribe to ten (10) or fewer access lines, except for IP-Centrex lines.
3. The Cox Unlimited Plan's Monthly Recurring Charge will be billed in advance.
4. The unlimited intraLATA and interLATA outbound toll minutes included in this plan (1) shall apply exclusively to direct-dialed calls made from the line subject to this Plan, (2) have no cash value for refund purposes, (3) are not transferable or assignable, (4) shall not be applied to calls outside the United States, and (5) shall not apply toward operator-assisted, collect calls, toll free (inbound) calls, calls billed to a third party or credit cards, or calls to directory assistance, **and shall apply only to calls that are two minutes or above in length.**

(N)  
(N)

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

**6. Optional Calling Plans, cont'd.**

**Cox Business Unlimited LD Call Plan, cont'd**

5. The Company may monitor the Customer's toll usage subject to this Plan. If the Customer uses the toll minutes under this Plan for outbound telemarketing, call centers or non-voice services, including but not limited to, data services or any other service listed below, the Customer will be presumed to be in violation of the usage restrictions of this Plan. It shall be the responsibility of the Customer to demonstrate to the Company that the usage is not in violation of the usage restrictions specified herein. Usage restrictions apply and may not be used in conjunction with the following:
  - a. Auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system
  - b. Call Center applications
  - c. Automatic Call Distribution (ACD) Systems
  - d. Long distance Internet access
  - e. Resale of unlimited minutes
  - f. PBX trunks or services
  - g. Non-square electronic key and hybrid telephone systems
  - h. Ground start line or trunks
  - i. ISDN services
  - j. Public telephone services
  - k. Public access smart-pay phones
  - l. The functional equivalent of any system listed above
  
6. If the Company determines that a Customer has failed to demonstrate that the usage is not in violation of any of the usage restrictions, the Customer is no longer eligible for this plan and the Company may immediately move the Customer's toll service to another plan offered under this tariff.

Rates and Charges

	<b>Standalone Service</b>			<b>Bundled Services</b>				
	Current Rate	Max Rate	1 Year Term	Max Rate	2 Year Term	Max Rate	3 Year Term	Max Rate
Cox Unlimited Call Plan	<b>\$28.00</b> (I)	\$40.00	<b>\$25.50</b> (I)	\$40.00	<b>\$24.25</b> (I)	\$40.00	<b>\$23.00</b> (I)	\$40.00
Bundled with iVoIP Anywhere or Office Packages	<b>\$18.00</b> (I)	\$30.00	<b>\$18.00</b> (I)	\$30.00	<b>\$18.00</b> (I)	\$30.00	<b>\$18.00</b> (I)	\$30.00

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Issued By: Paul Cain  
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1400 Lake Forest Drive,  
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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1. Service Description

Switched Toll-Free Service is an inbound service originating on feature group facilities, which terminate on a Business Line. This service enables the Customer to receive toll-free calls at their place of business.

- A) The Company reserves the right to require an applicant for Toll-Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- B) The Company's Toll-Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish the Company's Toll-Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1. Service Description (cont'd)

C) The Customer must obtain an adequate number of access lines for Company Toll-Free Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Company Toll-Free Service to any Customer that fails to comply with these conditions.

D) If the Customer requests assignment of a specific Toll-Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than fifteen (15) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company's Toll-Free Service has been in actual and substantial use for a consecutive sixty (60) day period.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1. Service Description (cont'd)

- E) Use of numbers: Each Company Toll-Free Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any toll-free telephone number associated with the Company's Toll-Free Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered upon written notice to the Customer. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll-free telephone numbers hereunder or Customers who subscribe to and use the Company's Toll-Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll-free number; however, upon placing a number actually and substantially in use, as defined above, the Company's Toll-Free Service Customers do have a controlling interest in this toll-free number(s). The Company Toll-Free Service Customers may retain the use of their toll-free number assignments, even following changes in their toll-free carrier and/or Responsible Organization.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1. Service Description (cont'd)

- F) If a Customer places an order for the Company to carry Customer's already existing toll-free number service, the Customer shall provide to Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company's Toll-Free Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its toll-free number(s) to the Company's Resp. Org. If the Customer elects to retain a non-Company Resp. Org., the Customer must notify the Company of any changes in the Customer's Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or toll-free service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to Company.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1. Service Description (cont'd)

G) Subject to execution of a Resp. Org. Service Agreement between the Company and the Customer, the Company Resp. Org. will perform the function of Resp. Org. for all Company Toll-Free Service orders unless the Customer requests another Resp. Org. The Company's Resp. Org. functions include 1) search for and reservation of toll-free numbers in the SMS/800; 2) creating and maintaining the toll-free number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.

(1) Where the Company serves as the Resp. Org. for a Company Toll-Free Service Customer, the Company will, at the Customer's request, subscribe to Toll-Free Directory Listing for the toll-free number(s) assigned to the Customer. A charge for Toll-Free Directory Listings will apply as set forth in this Tariff. In the event that a Customer transfers its toll-free service to another Resp. Org., the Company shall cease to subscribe to Toll-Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll-Free Directory Listing Service is maintained through the new Resp. Org. Customer is responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1.G) Service Description (cont'd)

- (2) Where the Company serves as the Resp. Org. for a Company Toll-Free Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll-Free Service Customer uses Vertical Features obtained by Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- (3) In the event that a Customer cancels its Company Toll-Free Service, the Customer may elect to retain the Company as its Resp. Org. Where the Company serves as Resp. Org. for a non-Company Toll-Free Service Customer, a charge for Resp. Org. Service will apply as set forth in this Tariff.
- (4) In the event that a Customer cancels its Company Resp. Org. or Toll-Free Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any services obtained by or on behalf of the Customer by Company.



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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

1. Service Description (cont'd)

H) It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll-Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

I) In accordance with FCC regulations, ANI shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for service directly related to the originating subscriber's call or transaction.

The ANI shall not be reused or resold without first notifying the originating telephone subscriber and obtaining affirmative consent of the subscriber for reuse or resale.

Unless the originating subscriber has given consent for the reuse or resale, any information provided shall not be used for any purpose other than:

- performing the services or transactions that are subject of the originating subscriber's call;
- ensuring network performance security, and the effectiveness of call delivery;
- compiling, using and disclosing aggregate information; and
- complying with applicable laws.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

2. Toll Free Service Termination

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a termination charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

Example: Customer signs a three-year term agreement. At the end of the eleventh month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year term rate to the month-to-month rate.

Example: Customer signs three-year term agreement. At the end of the thirteenth month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year rate and volume to the one-year rate and volume.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

3. Basic Service

Basic Service means Domestic Toll-Free Service established on the Company network providing termination for a call originated in the continental United States to a single Customer location either through switched or dedicated access. Nationwide Directory Assistance is a component of Basic Service.

(1) Toll-Free Monthly Recurring and Usage Charge

The Toll-Free Number Charge applies to Basic Toll-Free Service. Domestic calls originated from 49 states are billed in 6-second increments with a 6-second minimum.

	<u>Monthly Rate</u>	<u>Max Rate</u>
Monthly Recurring Charge: per number <sup>♦</sup>	\$5.00	\$12.00
Change Charge: per change	\$4.50	
Per-Minute Charge	\$0.10	

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<sup>♦</sup> The MRC charge will be capped at five numbers (\$25.00).

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

3. Basic Service

(2) Reserved

(3) Toll-Free Directory Assistance Listing

Toll-Free Directory Assistance Listing provides the Toll-Free Customer with a listing in the nationwide Toll-Free dial up directory maintained by AT&T.

	Current Rate	Max Rate
Non-Recurring Charge: per number	\$35.00	\$70.00
Expedite Request: per request	\$50.00	\$100.00
Change Charge: per change	\$35.00	\$100.00
Monthly Recurring Charge: per number	\$14.50	

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

3. Basic Service

(4) Reserved

(5) Reserved

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

**4. Term Call Plans**

Reserved for Future Use.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**7. Switched Toll Free Service**

**4. Term Call Plans**

Reserved for Future Use.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**8. Dedicated Long Distance Service**

**1. General**

Dedicated outbound long distance service permits Business Customers, with substantial outbound call volumes, to complete calls to diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presence (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer. The Rates and Charges as detailed in Section 3, herein, are provided for On-Net facilities only. Off-Net facility pricing will be provided on a case-by-case basis.

**2. Terms and Conditions**

**Minimum Service Period:**

The minimum service period for Dedicated LD service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

**Minimum Facility Requirements:**

The Dedicated LD minutes will be carried on an Integrated DS-1 facility. Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of Service and reflect the rates in effect as of the date of the invoice. The non-recurring and monthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated LD product.

**Facility Ordering:**

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.



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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**8. Dedicated Long Distance Service**

**2. Terms and Conditions, cont'd**

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated LD usage.

a. Early Termination of the dedicated facility:

Customers who terminate service prior to the end of the service term as selected will be liable for the termination charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

1. all charges waived by the Company to establish the dedicated facility to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.

b. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a termination charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox will re-rate Customer's usage as provided in this Section.

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**8. Dedicated Long Distance Service**

**2. Terms and Conditions, cont'd**

Customer Requirements:

The Business Customer must select Cox as its local and long distance service provider.

**3. Rates and Charges**

**Dedicated DS-1 Facility Charge:**

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

<b>Rates and Charges</b>	<b>Monthly Recurring Charge</b>	<b>Maximum Recurring Charge</b>	<b>Non-Recurring Charge</b>	<b>Max Non-Recurring Charge</b>
Dedicated DS-1 Facility (per facility)	\$300.00	\$500.00	\$250.00	\$500.00

**Dedicated LD Usage Charges:**

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

	<b><u>Current Rate</u></b>	<b><u>Maximum Rate</u></b>
Rate per minute	\$0.10	\$0.15

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**8. Dedicated Long Distance Service**

**4. Optional Call Plans**

Reserved for Future Use.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**8. Dedicated Long Distance Service**

**4. Optional Call Plans, cont'd.**

Reserved for Future Use.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**9. Dedicated Toll Free Service**

**1. General**

Dedicated toll free (TF) service permits Business Customers, with substantial toll free call volume, to receive inbound calls from diverse service areas. Dedicated toll free service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presence (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer. The Rates and Charges as detailed in Section 3, herein, are provided for On-Net facilities only. Off-Net facility pricing will be provided on a case-by-case basis.

**2. Terms and Conditions**

**Minimum Service Period:**

The minimum service period for Dedicated TF service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

**Minimum Facility Requirements:**

The Dedicated TF minutes will be carried on an Integrated DS-1 facility. An Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of service and reflect the rates in effect as of the date of the invoice. The non-recurring and monthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated TF product.

**Facility Ordering:**

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**9. Dedicated Toll Free Service**

**2. Terms and Conditions, cont'd.**

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated TF usage.

a. Early Termination of the dedicated facility:

Customers who terminate service prior to the end of the service term as selected will be liable for the termination charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

1. all charges waived by the Company to establish the dedicated facility to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.

b. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a termination charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

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APP0438

**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**9. Dedicated Toll Free Service**

**2. Terms and Conditions, cont'd.**

Customer Requirements:

The Business Customer must select Cox as its local and toll free service provider.

**3. Rates and Charges**

**Dedicated DS-1 Facility Charge:**

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

<b>Rates and Charges</b>	<b>Monthly Recurring Charge</b>	<b>Maximum Recurring Charge</b>	<b>Non-Recurring Charge</b>	<b>Max Non-Recurring Charge</b>
Dedicated DS-1 Facility (per facility)	\$300.00	\$500.00	\$250.00	\$500.00

**Dedicated TF Usage Charges:**

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

	<b><u>Current Rate</u></b>	<b><u>Maximum Rate</u></b>
Rate per minute	\$0.10	\$0.15

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**9. Dedicated Toll Free Service**

**3. Rates and Charges, cont'd.**

**Charges for Dialed Number Identification Service (DNIS)**

DNIS permits dedicated Customers with multiple toll-free numbers that terminate on the same facilities the ability to determine which toll-free number the caller dialed when receiving toll-free calls. Identification is achieved through out-pulsed digits from the Company network to the Customer's facilities. Customers will furnish the Company with the digits desired for each toll-free number. The Change Charge will apply to any reconfiguration of out-pulsed digits, to the cancellation of this feature, or to the cancellation of the toll-free service number with which the feature has been associated.

	<b>———— RATES ————</b>	
	<b><u>Current</u></b>	<b><u>Maximum</u></b>
Non-Recurring Charge: (per toll free number)	\$35.00	\$50.00
Monthly Recurring Charge: (per toll free number)	\$ 0.00	\$25.00
Change Charge: (per change)	\$15.00	\$25.00

**Charge for Real Time ANI Delivery**

This feature enables the Customer to have calls to a Company toll-free service number forwarded to their location with the callers ANI (ten digit billing telephone number) as part of the call setup. Customers must have their own equipment for reading ANI digits passed on from the Company network. Full 10-digit ANI is provided whenever passed on from the originating Local Exchange Carrier. ANI is sent via in-band signaling.

	<b>———— RATES ————</b>	
	<b><u>Current</u></b>	<b><u>Maximum</u></b>
Non-Recurring Charge: (per toll free number)	\$35.00	\$50.00
Monthly Recurring Charge: (per toll free number)	\$ 0.00	\$25.00
Change Charge: (per change)	\$15.00	\$25.00

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**9. Dedicated Toll Free Service**

**Reserved for Future Use.**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.6 Intrastate Toll Service, cont'd.**

(T)

**9. Dedicated Toll Free Service**

**Reserved for Future Use.**

**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.2 Directory Assistance with Call Completion**

A Customer may obtain Directory Assistance with Call Completion in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Additionally, the Customer may request movie and theater information as well as telephone numbers.

3.2.1 Each call to Directory Assistance will be charged as follows:

	<u>Current</u>	<u>Maximum</u>	
Residential Per Call	<b>\$2.49 (I)</b>	\$5.00	(T/I)
Business Per Call	\$1.99	\$5.00	(T)

The Customer may request a maximum of three telephone numbers per call.

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

3.2.3 Exemptions

Directory Assistance charges will not apply to calls originating from the following:

1. The Primary Line where a disabled person presently and normally resides, who is certified as being unable to use the telephone directory due to a visual or motor impairment, or as being unable to read.
2. A business or Home Office account which is solely owned and operated by a disabled person, who is certified as being unable to use the telephone directory due to a visual or motor impairment, or as being unable to read.

The Company will also consider, on a case by case basis, persons who have been certified as having a significant mentally related health impairment. The Customer will be responsible for obtaining the Exemption From Directory Assistance Charges form from the Company, as well as properly filling out the form for self, and, in the case of a residential account, any authorized user in the account who is disabled. The form must be signed by a competent authority including a doctor of medicine, ophthalmologist, optometrist, registered nurse, therapist or a staff member of a hospital, institution or public agency, who will verify the physical disability and qualification for exemption status. A qualified person to certify illiteracy includes teachers, social workers, or professional staff of literacy agencies, social services agencies or community service centers (including literacy volunteers). The eligibility certificate for disability is subject to any reasonable verification by the Company.

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APP0443

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.2.3 Exemptions (cont'd)**

Calls placed to Directory Assistance Service by a certified disabled person will be exempt only up to a 100-call limit per month. Calls placed over this limit will incur the normal DA charge. Operator surcharges associated with DA calls will not apply to exempt disabled accounts.

(T)

**3.3 Operator Assistance**

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

**Third Number Billing:** Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls:** Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**Calling Cards:** Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

**Person to Person:** Calls completed with the assistance of an operator to a particular Station and person specified by the carrier. The call may be billed to the called party.

**Station to Station:** Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

**General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.3 Operator Assistance, cont'd.**

**3.3.1 Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

	<u>Residential</u>	Business	<u>Max Rate</u>
	<u>Current</u>	Current	
Third Number Billing (Operator Dialed)	\$4.00	<b>\$4.00</b> (I)	\$10.00
Third Number Billing (Customer Dialed)	\$4.00	<b>\$4.00</b> (I)	\$10.00
Calling Card (Operator Dialed)	\$3.00	<b>\$3.00</b> (I)	\$10.00
Collect Calling (Operator Dialed)	\$4.00	<b>\$4.00</b> (I)	\$10.00
Collect Calling (Customer Dialed)	\$4.00	<b>\$4.00</b> (I)	\$10.00
Person to Person (Operator Dialed)	\$5.00	<b>\$5.00</b> (I)	\$10.00
Person to Person (Customer Dialed)	\$5.00	<b>\$5.00</b> (I)	\$10.00
Station to Station (Operator Dialed)	\$3.00	<b>\$3.00</b> (I)	\$10.00
General Assistance	N/C	N/C	

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.3.2 Reserved**

(M)

(M)

(M) Material relocated to page 147.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.4 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by on or behalf of the incumbent local exchange carrier in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

**3.4.2 Directory listings must be in the name of a person who lives at a residence and must be a legally authorized or adopted name. Listings may reflect full first/given name or initials of that name. For example, John Smith may be listed as John or J. Smith.** (T)  
(T)  
(T)  
(T)

3.4.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. (T)

3.4.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. (T)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.4 Directory Listings, cont'd.**

3.4.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule. (T)

3.4.6 Directory listings are provided in connection with each Customer service as specified herein. (T)

1. **Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
2. **Additional/Foreign Listings:** Additional or foreign listings are available only in the names of Authorized Users or business name of the Customer's service, as defined herein. Rates for this listings are specified in Section 3.4.6.
3. **Nonpublished Listings:** Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customers telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are as specified in Section 3.4.6.



**LOCAL EXCHANGE SERVICE**

**SECTION 3 - Service Descriptions, cont'd.**

**3.4 Directory Listings, cont'd.**

**3.4.6 (cont'd)**

- 4. Non-Directory Listed:** A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such Listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Nonlisted Listings are specified in Section 3.4.6.

**3.4.7 Directory Listings Rates**

	<u>Residential</u>				<u>Business</u>				
	<u>Monthly</u>		<u>NRC</u>		<u>Monthly</u>		<u>NRC</u>		
	<u>Curr</u>	<u>Max</u>	<u>Curr</u>	<u>Max</u>	<u>Curr</u>	<u>Max</u>	<u>Curr</u>	<u>Max</u>	
Primary Listing	N/C	N/C	N/C	N/C	N/C	N/A	N/A	N/A	
Add'l/Foreign List	\$2.00	5.00	\$5.00	\$10.00	\$3.50	\$5.00	\$20.00	\$20.00	
Non-Published	\$2.00	5.00	\$5.00	\$10.00	\$2.00	\$5.00	\$20.00	\$20.00	
Unlisted	\$2.00	5.00	\$5.00	\$10.00	\$2.00	\$5.00	\$20.00	\$20.00	
Change Listing	N/A	N/A	<b>\$3.00</b>	\$10.00	N/A	N/A	\$20.00	\$20.00	(R)
Number Change <sup>‡‡</sup>	<b>N/A</b>	<b>N/A</b>	<b>\$25.00</b>	<b>\$40.00</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$40.00</b>	(N)

<sup>‡‡</sup> **Number Change Charge applies for Customers changing Telephone Numbers.**

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.4 Directory Listings, cont'd.**

(D)

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 3 - Service Descriptions, cont'd.**

**3.5 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.6 Custom Telephone Numbers**

When establishing service where a new telephone number is assigned, the Company may attempt to match the last four digits of the Customer's previous telephone number at no additional charge. Custom Telephone Number will charges apply for all other specifically requested telephone numbers. At the Customer request, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth herein and in Section 2.1.3.

The following charges will apply for Custom Telephone Numbers:

	Non-Recurring (per number)		Monthly Recurring (per number)	
	Current	Max	Current	Max
	Residential	\$50.00	\$75.00	\$0.00
Business	\$100.00	\$250.00	\$3.50	\$10.00

**3.7 Residential Customer Referral Discount Coupon.**

A one-time discount coupon will, at the companies discretion, be distributed from Cox Communication employees and referring Cox Digital Telephone subscribers, entitling new Customers to a discount on Cox Digital Telephone (CDT) Service. To redeem the coupon, it must be presented as described on the coupon and within 90 days of CDT installation. A new Customer is defined as one who has never subscribed to Cox Digital Telephone Service prior to submitting the referral coupon.

**3.8 Telecommunications Relay Service (TRS)**

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

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**LOCAL EXCHANGE SERVICE**

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**SECTION 4 - Promotional Offerings**

**4.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings **or sweepstakes** (T)  
**give-away offers** of its services **primarily to non-profit 501c (3) organizations** (T)  
which may include waiving or reducing the applicable charges for the promoted service  
**or to include a sweepstake offer of free service of up to one year for a random** (T)  
**winner. Such promotions may be used for lead generation raffles, radio** (T)  
**promotions or similar events that may include providing such offering to the** (T)  
**customer.** The promotional offerings may be limited as to the duration, the date and (T)  
times of the offerings and the locations where the offerings are made.

**4.2 Competitive Response.**

**A. Residence Competitive Response Program**

1. Description:

The Residence Competitive Response Program is an offering to Residential Customers who qualify under one of the three categories below. In accordance with the terms of this Residence Competitive Response Program, Cox may offer incentive(s) to such current or prior residential Customers, who:

- no longer subscribe to Cox Digital Telephone (CDT), or
- requests disconnection of existing service to establish service with a telecommunications provider for their local service, intraLATA MTS and/or interLATA long distance services, or
- choose to stay with Cox after a solicitation from a competing telecommunications provider.

2. Terms and Conditions:

- a. Cox reserves the right to discontinue this offer, without further proceedings or approvals, upon fourteen (14) days' notice to the Arizona Corporation Commission (ACC).
- b. Cox will determine periods and provisions of this offer, pending ACC approval.
- c. Qualifying residential Customers are required to have a satisfactory credit rating with in accordance with Section 2.5 above.
- d. Cox shall use reasonable business efforts so that similarly situated Customers are offered similar incentive credits in similar circumstances.
- e. The Residence Competitive Response Program is a competitive response only and is not available for resale.

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APP0432

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**LOCAL EXCHANGE SERVICE**

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**SECTION 4 - Promotional Offerings**

**4.2 Competitive Response, cont'd.**

**A. Residence Competitive Response Program, cont'd.**

3. Rates and Charges:

- a. Customers who qualify under the Terms and Conditions of this tariff may receive either a waiver of the current nonrecurring charge, up to three months of recurring rates, or both, on selected services determined by the Company. Amounts and types of the waivers will vary. In addition, residential Customers may be eligible for waivers of intraLATA and interLATA long distance charges.
- b. Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus three months service of the monthly rate(s).

**B. Business Competitive Response Program (BCRP):**

1. Description:

The Business Competitive Response Program is an offering to existing and potential new Business Customers who qualify under one of the four categories below. In accordance with the terms of this Business Competitive Response Program, Cox may offer incentive(s) to such new, current or prior Business Customers, who:

- no longer subscribe to Cox Digital Telephone (CDT), or
- requests disconnection of existing service to establish service with a telecommunications provider for their local service, intraLATA MTS and/or interLATA long distance services, or
- choose to stay with Cox after a solicitation from a competing telecommunications provider, or
- as an inducement to subscribe to Cox Digital Telephone.

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LOCAL EXCHANGE SERVICE

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SECTION 4 - Promotional Offerings

4.2 Competitive Response, cont'd.

B. Business Competitive Response Program (BCRP), cont'd.

2. Terms and Conditions:

- a. The Company may offer qualifying Business Customers incentives in the form of credits on the Customers' bills after those Business Customers actually establish the agreed upon service with Cox.
- b. Business Customers may receive the incentive credit(s) only in connection with services that are established with and provided by Cox.
- c. On contractual services, Business Customers are required to sign a contract in order to receive the incentives described below.
- d. Business Customers who receive the Competitive Response Program credit(s) are required to remain with Cox for a minimum of one year or be billed all of the nonrecurring charge(s) and monthly rate(s) waived.
- e. Cox reserves the right to discontinue this offer, without further proceedings or approvals, upon fourteen (14) days' notice to the Arizona Corporation Commission (ACC).
- f. Cox will determine periods and provisions of this offer, pending ACC approval.
- g. Qualifying Business Customers are required to have a satisfactory credit rating with in accordance with Section 2.5 above.
- h. Cox shall use reasonable business efforts so that similarly situated Customers are offered similar incentive credits in similar circumstances.
- i. The Business Competitive Response Program is a competitive response only and is not available for resale.
- j. The recipients of the BCRP offer and the amount of the offer will be at the sole discretion of the Company, however, the total value to the Customer will not exceed the cumulative value in 3.a, following.**

(T)

(T)  
(T)  
(T)

3. Rates and Charges:

- a. Business Customers who qualify for this tariff under the Terms and Conditions above may receive a maximum of either a waiver of the current nonrecurring charge(s), or up to three months of the current monthly rate(s), or both, on selected services as determined by Cox. In addition, Business Customers may be provided waivers of intraLATA and interLATA long distance charges.
- b. Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus three months service of the monthly rate(s).

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**LOCAL EXCHANGE SERVICE**

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**SECTION 4 - Promotional Offerings**

**4.3 Cox Loyalty Award**

The Company, at its option, may provide a Residential Customer with a Loyalty Award of up to \$100 as a service credit or a gift card to thank the Customer for their continued loyalty to the Cox suite of services.

(N)

(N)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 5 - Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**Pricing elements included in an ICB contract are available to any similarly situated Customer for a period of 30 days after the execution of the ICB contract. After the expiration of the 30 days, pricing will be developed on a case-by-case basis.** (N)  
(N)  
(N)

Services not detailed in this tariff, but offered on a case-by-case basis include, but are not limited to:

**DS-3, Digital Service level 3:** Equivalent of 28 DS 1 channels, and operating at 44.736 Mbps, also called T-3.

**OC-n, Optical Carrier-n:** A SONET (Synchronous Optical Network) based application using optical signals in speeds beginning with OC-1 (51.840 Mbps) up to OC-48 (2.5 Gbps).

**WAN, Wide Area Network:** This network uses links provided by Cox facilities and/or other local telephone companies to connect disperse sites within the state.



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**LOCAL EXCHANGE SERVICE**

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**SECTION 6 - Residential Assistance Offerings**

**6.1 Reserved for future use.**

(D)

(D)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 6 - Residential Assistance Offerings**

**6.2 Lifeline Assistance**

Lifeline Assistance Plan (Lifeline) assists low-income household/applicant by reducing their monthly costs for one telephone line per household at the principle place of residence. The applicant must satisfy certain income tests established by the appropriate state agency.

**6.2.1 Eligibility Requirements**

1. Applicant must participate in one of the following programs:
  - Medicaid
  - Supplemental Nutrition Assistance Program (Food Stamps or SNAP)
  - Supplemental Social Security Income (SSI)
  - Federal Public Housing Assistance (Section 8)
  - Low Income Home Energy Assistance Program (LIHEAP)
  - Temporary Assistance for Needy Families (TANF), or
  - National School Lunch Program's Free Lunch Program
2. In addition, applicants not participating in the programs listed above may still be eligible for Lifeline services if they are able to certify and furnish proof that their total gross annual income does not exceed **150%** of the Federal Poverty Guidelines (FPG). (C)
3. Applicant must request assistance by completing a Company provided form.
4. Proof of income, or proof of eligibility in any of the qualifying low income assistance programs listed above, should be provided to Cox at the time of application for service. The Lifeline discount will not be established until proof of eligibility has been received by Cox. If the Customer requests installation prior to Cox's receipt of such proof, the service requested will be provided, but without the Lifeline discount. Whenever eligibility documentation is provided subsequent to installation, the Lifeline discount will be provided on a going-forward basis.
5. The use or disclosure of information concerning Cox's Lifeline applicants and Customers is limited solely to purposes directly connected with the administration of the Lifeline Program and will be treated as highly confidential.

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LOCAL EXCHANGE SERVICE

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SECTION 6 - Residential Assistance Offerings

6.2 Lifeline Assistance (cont'd)

6.2.1 Eligibility Requirements (cont'd)

6. It is the Lifeline Customer's responsibility to notify Cox if the Customer ceases to be eligible for Lifeline service.
7. Lifeline eligibility will be verified periodically. If after verification a Lifeline Customer is identified as being ineligible, the Company will send the Lifeline Customer a written notice of discontinued eligibility. If no proof of eligibility is furnished to Cox within 30 days, the Customer's Lifeline discount will be discontinued.

(N)

(N)

6.2.2 Rates

If the applicant is a qualified participant, the End User Common Line Charge (EUCLC) associated with the primary residential access line will be waived. **Customers meeting the eligibility requirements herein will receive a discounted rate for one telephone line per household at the principle place of residence. Contact Company Customer Service Representative for details.**

(D/N)

(D/N)

(N)

6.2.3 Additional Regulations

**No deposit will be required of a Lifeline Customer if the Customer voluntarily subscribes to Toll Restriction.**

**If a Customer does not elect Toll Restriction, regular deposit guidelines and regulations will apply.**

(N)

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**LOCAL EXCHANGE SERVICE**

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**SECTION 6 - Residential Assistance Offerings**

**6.3 Arizona Low-Income Telephone Assistance Program**

The Arizona Low-Income Assistance Program provides for a credit against the monthly recurring charge for residential service for eligible Customers. The credit is available to low income Customers who meet eligibility requirements established by A.R.S. 46-701, 702, 703, 704. The applicant must be a head of household, 65 years of age or older, and have a household income at or below the poverty level. The credit is available only to the Customer's principal residence and only the primary line. (D)

The non-recurring charges to change to or from this service will be waived.

The monthly credit is a 17% discount off of the following residential service rates:

- Flat rate service.
- Maintenance of inside wire.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.1 Toll Restriction**

Toll Restriction allows the Customer the flexibility to restrict both business and residential access lines and trunks from billable toll calls (local, domestic and/or international), but allows completion of local directory assistance calls. If a Customer attempts to dial a restricted toll call, the Customer's call will be intercepted and an announcement will advise the caller of the toll restriction.

**7.1.1 Terms and Conditions**

- Where facilities and operating conditions permit, this service will be offered to both business access lines and trunks and residential access lines.
- Toll Restriction may prevent the completion of 1+ local calls.
- Toll Restriction is available to Lifeline Customers at no charge.

**7.1.2 Rates and Charges**

	<u>NRC</u>	<u>Monthly</u>
Business, per line or trunk	\$25.00	\$3.50
Residence, per line	see section 3.1.2.2 (c.1), page 62	

**7.2 Employee Discounts**

A discount is allowed from the standard residence rates for services furnished at residences of officials and employees of the Company.

**7.3 Temporary Suspension of Service - Customer Initiated (Seasonal Service)**

**7.3.1 Seasonal Service - Residential**

Service may be temporarily suspended at the Customer behest. Prior to the service suspension, the Customer shall have paid for at least the first full month of service.

**7.3.1.1 Terms and Conditions**

- The suspension rate will not be applicable until after the service has been in effect for at least one full month.
- The full service rate will apply, if service is restored within **30** days after the date beginning the suspension of service. (C)

(M) Material moved from prior following page.

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Sr. Manager, Regulatory Operations  
Cox Communications, Inc.  
1400 Lake Hearn Drive,  
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LOCAL EXCHANGE SERVICE

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SECTION 7 - Miscellaneous Service Offerings

7.3 Temporary Suspension of Service - Customer Initiated (Seasonal Service)  
(cont'd)

7.3.1 Seasonal Service – Residential, cont'd.

7.3.1.1 Terms and Conditions (cont'd)

- If the service is suspended for a period of **31** days or longer, the reduced rate as set forth in the following Section 7.3.1.2 will apply. The normal monthly recurring rates will be suspended and replaced by the monthly rate below. (C) (T)
- **Customers may suspend service for a minimum of 30 days to a maximum of 9 months. Customers may go on seasonal status twice per calendar year with a minimum of 30 days between occurrences. After nine consecutive months, or after a total of nine months within a calendar year, services are subject to return to full billing as subscribed to prior to the seasonal saver suspension of service.** (N)
- **Customers on Seasonal Service are unable to reach emergency services by dialing 911.** (M) (N)

7.3.1.2 Rates and Charges

See pages 60 and 61 of this tariff.

(M) Material has been relocated to Page 107.0.1

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.3 Temporary Suspension of Service - Customer Initiated (Seasonal Service)  
(cont'd)**

**7.3.2 Seasonal Service – Business**

**7.3.2.1 General**

The Cox Business Seasonal Telephone Program provides commercial customers that only conduct business during certain months of the year an alternative to either disconnecting their service or leaving it idle during the inactive business months. The following services are provided under Seasonal Service:

1. The customer pays a discounted monthly tariffed rate to keep the telephone number active.
2. The customer will not pay installation charges upon their return.
3. The customer will be able to keep their phone number.
4. The customer will be able to use voice mail while they are gone, but cannot place any calls from their phone under seasonal status.
5. For an additional charge, the customer may have a referral number if they choose.

**7.3.2.2 Conditions of the Offer**

1. Customer must have active business line service for at least 3 months prior to subscribing to seasonal service.
2. The minimum period of time that a customer can be on seasonal is 3 months.
3. The maximum period of time that a customer can be on seasonal is 6 months.

(M)

(M)

(M) Material has been relocated from Page 107

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.3 Temporary Suspension of Service - Customer Initiated (Seasonal Service)  
(cont'd)**

(N)

**7.3.2 Seasonal Service – Business, cont'd.**

**7.3.2.2 Conditions of the Offer, cont'd.**

4. Seasonal can only be activated once in a 12 month period per account.
5. The minimum contract period for a customer to qualify for seasonal is 2 years.
6. An existing customer who signs up for seasonal agrees to extend their contract by either the original term of the contract or an additional year. The term of the new contract must be longer than the remaining term of the existing contract.
7. The customer either provides a forwarding address to receive their statements during the time seasonal is active, or verifies that the current billing address is accurate and active during this period of time. The customer must also provide a contact name and number if different than the non-seasonal contact information. Service will be disconnected on delinquent accounts greater than 45 days.
8. The customer must call Cox to activate seasonal and again to deactivate seasonal. A two business day minimum notice is required between 8am-5pm, Monday through Friday (excluding holidays).
9. Customer must sign this Seasonal Telephone Program Agreement and an Addendum Service Agreement in order to receive this service.

**7.3.2.3 Service Options Include:**

1. Straight seasonal - no features, Business Line is void of dial tone, eliminating the ability to make or receive calls.
2. Forward to Voice Mail –The Business Line has no dial tone.
3. Auto-dial to Alarm Service - occurs only if line with this feature goes off hook; line has no dial tone.
4. Remote Call Forwarding - line has no dial tone. Toll charges may apply.

**7.3.2.4 Rates and Pricing:**

1. One time charge to activate or de-active, \$25 NRC
2. Monthly recurring rate during seasonal service, \$9 MRC
3. Additional MRC for Remote Call Forwarding (option 4), \$4.50 MRC
4. Additional services and features are priced at tariff or promotional rates.

(N)



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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.4 Number Referral Service**

The following charges are for Number Referral Service only and are in addition to any applicable service charges, monthly rates and nonrecurring charges with which they are associated.

**7.4.1 Rates and Charges**

**1. Residence Service**

<u>Basic Referral Service</u>	<u>Charge</u>
<u>Primary Number</u>	
• first 3 month period	N/C
• one additional 3 month period	\$10.00
<u>Additional Numbers</u>	
• first 3 month period	N/C
• one additional 3 month period	\$10.00

**2. Business Service**

<u>Basic Referral Service</u>	
<u>Primary Number</u>	
• first month	N/C
• each month up to 12 months or new directory issue date, whichever is longer	N/C
• each month beyond 12 months or new directory issue date, whichever is longer	\$15.00
<u>Additional Numbers</u>	
• first and additional months, each	\$15.00

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.4 Number Referral Service, cont'd**

**7.4.1 Rates and Charges**

<u>Direct Inward Dial Service</u>		(D)
Sequential Referral Service	<u>Charge</u>	
<u>Primary Number</u>		
• first month	N/C	
• each month up to 12 months or new directory issue date, whichever is longer	N/C	
• each month beyond 12 months or new directory issue date, whichever is longer	\$7.00	
<u>Additional Numbers</u>		
• first and additional month, each sequential number referred	\$7.00	
Non-Sequential Referral Service		
<u>Primary Number</u>		
• first month	N/C	
• each month up to 12 months or new directory issue date, whichever is longer	N/C	
• each month beyond 12 months or new directory issue date, whichever is longer	\$7.50	
<u>Additional Numbers</u>		
• first and each additional month each non-sequential number referred	\$7.50	

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.4 Number Referral Service, cont'd**

**7.4.2. Exceptions**

1. Number Referral Service charges do not apply to:
  - A disconnect or number change with no referral.
  - The primary number of any Residence or Business Service account with the Basic Referral Service option (See Basic Referral Service – primary number, above.)
  - Company initiated number change.
  - Directory errors caused by the Company.

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.5 Telecommunications Service Priority (TSP) System**

(N)

**1. General TSP Description-**

Cox TSP provides priority Cox services to Federal Government Agencies and authorized users for provisioning and restoration of services within defined critical and emergency situations. The Cox TSP System is designed to meet the requirements of the Federal Communications Commission (FCC) to expedite provisioning and restoration of mission-critical telecommunications services outlined under the Federal TSP Program and National Communications System (NCS 3-1). Additional sources of reference include:

1. National Communications System (NCS) Manual 3-1-1
2. Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NS/EP) Service user Manual
3. National Communications System (NCS) handbook 3-1-2
4. Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NS/EP) Service Vendor Handbook

Priority Installation and/or Restoration of NS/EP telecommunications services shall be provided in accordance with part 64.401, appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

**2. Qualifying TSP Service Categories-**

Cox Customers must meet specific categories regarding essential or emergency services in order to apply for NS/EP services. NS/EP qualified categories include the following four "Essential" categories outlined in NCSC 3-1, Section 15 plus an "Emergency" category:

- Category A- National Security Leadership
- Category B- National Security Posture and U.S. Population Warning
- Category C- Public Health, Safety and Maintenance of Law and Order
- Category D- Public Welfare and Maintenance of National Economic Posture
- Category E- Emergency (applicable for provisioning requirements only)

(N)

**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.5 Telecommunications Service Priority (TSP) System, Cont'd.**

(N)

**3. Service Level Priorities-**

Cox Services may be assigned priority levels of "1" (Highest) through "5" (lowest) with additional emergency (E) assignment of priority level as outlined in NCSC 3-1, Section 15. The OPT is responsible for ensuring that TSP assignments are not concentrated at one priority level. For additional information refer to NCSC 3-1-1, Section 2.5, figure 2-3.

Cox may provide sub-priority level assignments for own internal use as provided under NCSC 3-1, Section 15. Conditions may arise that deem it necessary to preempt one or more Customer services with a lower or no restoration priority in order to install or restore NS/EP telecommunications service of a higher priority. The Company will make reasonable effort to notify the Customer of the action being taken if such preemptive action is necessary. Customers who have their service levels impacted from this situation may qualify for credit for such services in accordance with the provisions for credits as specified in the Cox Local Exchange Service tariff section 2.

**4. Qualifying TSP Services-**

The scope of work for identifying specific TSP services is described as follows:

A) Priority Provisioning (Installation):

The initial set-up and construction process for provisioning and supplying telecommunications services to a Customer, including all associated transmission, wiring and equipment, if provided by the Cox, at a time earlier than Cox standard order intervals. Cox standard order intervals are quoted on a case-by-case basis and are time/date sensitive.

B) Priority Restoration:

The restoration of Cox services currently being contracted by a Cox Customer at a time earlier than Cox standard order intervals. Cox standard order intervals are quoted on a case-by-case basis and are time/date sensitive.

C) Priority Restoration Level Implementation (Assignment):

Designated priority levels (1,2,3,4,5 and E) of service associated with the restoration of a particular NS/EP telecommunications service.

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.5 Telecommunications Service Priority (TSP) System, Cont'd.**

**4. Qualifying TSP Services, cont'd.**

- D) Priority Restoration Level Change:  
Changes in priority level to any pre-assigned priority service levels for a NS/EP telecommunications service. This includes any extension of an existing priority level assignment to an expanded NS/EP service.
- E) Priority Restoration Administration and Maintenance:  
Administrative and maintenance necessary to correspond to NS/EP provided services.

**5. Applicable Cox Service Profiles-**

Telecommunications services identified under this program support National Security or Emergency Preparedness (NS/EP) missions. The TSP System provides a guideline for Cox to provide priority restoration of services in case of an isolated incident or the result of large-scale or national disasters, emergencies, civil, or military crisis.

The Cox TSP System applies only to 100% Cox "on-net" Cox-owned switched or special access services and does not include any resell, type II or UNE/EEL type of facilities in which Cox may not control or provision all or part of the services providers. The Cox TSP System also applies only to Customers directly contracted with Cox. The TSP System applies only to NS/EP telecommunications services as outlined in NCSD 3-1, Section 7 "Scope of the NS/EP TSP System".

Cox will, within the limits of good management and availability, make available the necessary facilities to restore service in the event of conditions supporting TSP. Restoration of services may require the use of temporary facilities such as wireless or ground level cable or fiber runs and drops. Restoration may also require the temporary use of government-owned facilities.

(N)

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.5 Telecommunications Service Priority (TSP) System, Cont'd.**

(N)

**5. Applicable Cox Service Profiles, cont'd.**

All TSP services are identified by specific "service profiles". The service profile defines the level of support to the portion of the telecommunications service that Cox owns and/or operates. The service profile is composed of the following element groups:

- Element Group A- Customer premises equipment. This may include Cox owned and/or managed routers, network interface devices and network termination equipment.
- Element Group B- Customer premises wiring. This is separately contracted Customer premise construction.
- Element Group C- Operations. This is the actual service such as local dial tone service, Internet access, data transport, etc. provided by Cox.
- Element Group D- Technical Control Facility/Fault Detection/Isolation. This may be included under specific services contracted through Cox. Many Cox services are monitored for fault or failure by either our NOC (Network Operations Center) or SOC (Systems Operations Center). This may also include additional local service and troubleshooting.
- Element Group E- Service Testing. This may include Cox troubleshooting, initial provisioning circuit testing and/or maintenance testing during restoration.
- Element Group F- First service/Route Diversity. This may include first, or primary, services as well as diversity of Cox services provided through multiple routes, either virtual or real, provided by dual-route-builds into physical locations, BGP virtual routes over routers, SONET dual routing, etc.
- Element Group G- Facility/Site Access. This may include Cox co-located sites where Customer owned and/or maintained equipment or facilities reside, emergency access points for mobile communications vehicles, etc.

**6. Specific Customer Information and Records**

For Customers who obtain TSP System service, they acknowledge and consent to the provision of certain Customer service record information and/or Customer Proprietary Network Information (CPNI) by the Company to the National Communications System (NCS) in order for the NCS to maintain and administer the overall TSP System. This Customer service record information will include all relevant TSP System Service information and the TSP Authorization.

(N)

**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.5 Telecommunications Service Priority (TSP) System, Cont'd.**

(N)

**7. Qualification Process-**

A potential TSP user must request a TSP assignment from the OPT (Office of Priority Telecommunications) located at the NCS (National Communications System). If the OPT approves a Cox Customer request, a TSP assignment will be forwarded back to the Customer in the form of a 12 digit TSP Authorization Code (NCSC 3-1-1, Section 2.4 for additional details). To obtain priority provision and/or restoration of a qualifying Cox service, a Cox Customer must forward a service order containing the TSP Authorization Code to Cox at the following location:

Cox Business Services  
Government Sales Manager  
1550 W. Deer Valley Road  
Phoenix, AZ 85027  
Phone 623-328-3199  
Fax 623-322-7500

**8. Rate Applications-**

The rates contained herein apply only to direct charges associated with the Cox TSP System. Rates for specific telecommunications services and products are covered under the current Cox Local Exchange tariff and may include recurring monthly charges, non-recurring charges, construction charges and mileage sensitive charges are outlined in the Cox tariff specific to services.

Rates for Priority Provisioning, Priority Restoration, are applied on a "per circuit" basis for special access services and on a "per line or trunk" basis for Switched Access Service. Priority Provisioning and Priority Restoration rates are applied as a one-time activation charge for each Cox TSP circuit, line and/or trunk service request. When an Access Service is ordered with both Priority Provisioning and Priority Restoration, the non-recurring charge for Priority Restoration applies for both the provisioning and the restoration.

The Administration and Maintenance charges are applied per line or trunk and per circuit for Special Access Service. Each loop or loop segment of a Special Access multi-point service will be treated as a separate circuit with charge applied on a per loop basis.

The Priority Level Change charge is applicable when the TSP System order activity is changing priority levels. It applies each time the level is changed to a higher or lower level or when moving to an "E" category.

(N)



**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.5 Telecommunications Service Priority (TSP) System, Cont'd.**

(N)

**8. Rate Applications, Cont'd.**

For subsequent orders for additional lines and circuits, TSP System assignment may apply upon Customer request and review by Cox. When the TSP System is revoked, or discontinued, and the associated Service is continued in service, no charge applies for such discontinuance of Cox TSP.

When performing services under TSP where additional labor charges may apply, Cox will attempt to notify Customer of charges before the required additional labor is undertaken. The Customer, in obtaining a Priority Restoration, recognizes that quoting charges and obtaining permission to proceed with the restoration of certain Services may cause certain delays and, as a result, could jeopardize the intent of early restoration of services provided under this program.

In subscribing to the TSP System service, the Customer recognizes this condition, grants the Company the right to quote charges after the restoration or installation is completed and agrees to pay the charges.

	<b><u>Non-Recurring Charges</u></b>	<b><u>Monthly</u></b>
Priority Provisioning Installation (per line or trunk, or per circuit)	\$140.00	N/A
Priority Restoration Level Implementation (per line or trunk, or per circuit)	\$140.00	N/A
Priority Level Change (per line or trunk, or per circuit)	\$5.00	N/A
Administration & Maintenance of Priority Restoration (per circuit, line or trunk)	N/A	\$5.00
Labor, construction, special Equipment , additional facilities, and other resources related to delivery of services under TSP conditions.	ICB	ICB

(N)

**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.6 Foreign Exchange Service**

**1. General**

Foreign Exchange Service (FX) provides dial tone service in an exchange different from which the Customer would normally be served. The service is available to Business Customers and is provided as a voice grade service.

**2 Regulations**

1. FX is available only between exchanges where all facilities and service points are located in the same LATA.
2. FX may not be used as a means to bypass charges for intraLATA or interLATA toll services.

**3. Directory Listings**

1. One directory listing will be provided for FX in the exchange where the Customer's dial tone is obtained.
2. Additional listings will be provided at regular rates and charges.
3. Listings in other directories will be provided at the regular rate for foreign listings.

**4. Rates**

	<u>NRC</u>		<u>MRC</u>		
	<u>Current</u>	<u>Max</u>	<u>Current</u>	<u>Max</u>	
1. <u>Service Provisioning</u>					
Initial	\$50 (R)	\$500	\$0	\$0	(R)
Subsequent	N/C (R)	\$250	\$0	\$0	(R)
2. <u>Network Access</u>					
Per DS1/PRI	\$0	\$0	\$20 (R)	\$180	(R)
Per Line	\$0	\$0	\$5 (R)	\$45	(R)

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.7 Trouble Isolation Charge**

Trouble Isolation Charge applies to Business Customers that do not subscribe to the Company's inside wire maintenance plan, Cox Service Assurance Plan (CSAP), for each repair visit made to a premises to test the access line, up to the demarcation point, when the line tests clear and the trouble is not found in the Company facilities.

NONRECURRING CHARGE:

Business: Maximum = 450.00, Current = \$300.00

**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.8 Cox Nationwide 1,000 Minute Call Plan:**

A. General:

Where facilities exist and operating conditions permit, the Cox Nationwide 1,000 Minute Call Plan offers Residential Customers in Company's service area a 1,000 minute pack of intrastate and interstate direct-dialed toll minutes subject to the conditions below.

B. Eligibility:

Residential Customers in Company's service area who subscribe to:

1. One flat-rated Residential Access Line,
2. **Premier Pak**,
3. Cox Long Distance for both the intra- and inter-LATA toll services, and
4. Voice Mail.

(N)

C. Terms and Conditions:

- 1 The applicable monthly recurring charge for the Cox Nationwide 1,000 Minute Call Plan will be billed in advance in accordance with this tariff as applicable to the payment of recurring charges for local exchange service.
- 2 A Customer will automatically enrolled in the Cox Simply Five Call Plan for any minutes in excess of the 1,000 minute threshold. Minutes under Simply Five will be billed at 5 cents per minute and partial minutes will be rounded up to the next whole minute.
- 3 The toll calls under this plan are direct-dialed from the customer's designated line to any destination within the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, CNMI, and American Samoa.
- 4 The intraLATA and interLATA toll minutes included in this plan (1) shall apply exclusively to direct-dialed calls, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply to operator-assisted, collect calls, calls billed to a third party or credit cards, calls to directory assistance, or calls made through per-use feature activation.
- 5 For additional rates, terms, and conditions specific to interstate interLATA toll usage, refer to the Customer Services Agreement at <http://www.cox.com/telephone/customerservicesagreement.asp>.

D. Rates and Charges:

	Monthly Recurring Charge
Cox Nationwide 1,000 Minute Call Plan	\$18.73

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.9 Residential Bundled Services Packages**

**1. CDT Essential Package**

The Essential Package is an optional offering for Residential Customers that includes the Essential Feature Pak\* (Residential Basic Line with Busy Line Redial, Call Waiting, Call Waiting ID and Caller ID calling features). Additionally, the Customer must select Cox Long Distance as their intra- and inter-LATA service provider. If the Customer requests Toll Restriction, the Primary Interexchange Carrier (PIC) and IntraLATA Interexchange Carrier (LPIC) will be removed from the Customer's record. Charges and terms associated with Toll Restriction are as set forth in Section 7.1 of this tariff.

Monthly Recurring Rate: \$**23.99** (I)

Maximum Rate \$36.00

Nonrecurring Charges'

(I)

**2. CDT Premier Package**

Where facilities exist and operating conditions permit, the Cox Premier Package offers Residential Customers in Company's service area with unlimited intrastate and interstate direct-dialed toll calling subject to the conditions below. The CDT Premier Package includes:

1. One flat-rated Residential Access Line,
2. Unlimited Cox Long Distance for both intra- and inter-LATA toll services,
3. The Premier Feature Pak\*, and
4. Basic Voice Mail, optional.

**Terms and Conditions**

- 1 The applicable monthly recurring charge for the Cox Premier Package will be billed in advance in accordance with rules of this tariff applicable to the payment of recurring charges for local exchange service.
- 2 The unlimited toll calls under this package may be directly dialed from the line designated by the Customer to any place within Arizona, the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, CNMI and American Samoa.
- 3 The unlimited intralATA and interlATA toll minutes included in this package (1) shall apply exclusively to direct-dialed calls made from the line subject to this plan, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply toward operator-assisted, collect calls, calls billed to a third party or credit cards, or calls to directory assistance.

(T)

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.9 Residential Bundled Services Packages**

**2. CDT Premier Package, cont'd.**

**Terms and Conditions, cont'd**

4. International toll calls are not included with this package.
5. If usage under this plan is not consistent with typical Residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel Customer's service without prior notice. Calls that are not consistent with typical Residential voice use include but are not limited to: non-voice services, use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. Callers must dial 1+ area code + 7-digit telephone number for the call to be included in the Cox Unlimited plan. This is a flat rate call plan; call detail is not available with this plan. Customers must subscribe to Cox Long Distance and also to the Company's local exchange service. This plan is available to Customers on a per-line basis and will be provisioned only on the Primary Line. Unlimited service is reserved for direct-dialed long distance calls and does not include multi-party conference calls or multiparty chat lines, calls to 900 numbers, directory assistance, per-use feature calling, calling card, operator services, international calling and toll free calling services; such calls are subject to additional charges. Taxes, fees and other charges apply.

**Rates and Charges**

Monthly Recurring Charge: \$34.99

Maximum Rate \$70.00

(N)

(N)

**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.10 Emergency Locator Service**

(N)

**1. General**

At the request of the Customer and upon the approval of the Company and at those prices set forth in the chart below, the Company will offer to the Customer certain Automatic Location Identification ("ALI") and/or Private Switch/Automatic Location Identification ("PS/ALI") services as an enhancement to its other 911 local service offerings. PS/ALI service provides E911 service features for stations that operate behind private switches, e.g., PBXs. Specifically, the PS/ALI service provides an automatic display at the Public Safety Answering Point (hereafter "PSAP") of the caller's telephone number and the address/location of the telephone. A Customer's PBX must be capable of providing the telephone number to the 911 system to identify the specific extension originating a 911 call. The Company's PS/ALI service provides a PBX 911 manager for "public safety/address location point" database management and the Customer is required to update databases using a web-based interface.

All telephone numbers that a customer desires to be included in the Company's PS/ALI service must be owned by the Company. Telephone numbers that are provided by a service provider other than the Company are not eligible for inclusion in this service.

**2. Eligibility Requirements**

A Customer who desires to receive service shall satisfy the following obligations to Company:

- a. Customer will complete a customer profile ordering form (i) designating a single point of contact for all operational issues, (ii) supplying the necessary telephone number range(s) and PSAP, if multiple locations apply. Customer and Company shall validate telephone number ranges provided through any LEC dial tone provider(s) other than Company.
- b. Company will have up to thirty (30) business days to attempt to load the initial customer data after the receipt of acceptable data files from the customer. Should the initial load attempt fail due to the losing company's business practices, it shall be the customer's responsibility to negotiate with the losing company to release the numbers that are being transferred to Cox.
- c. Company will attempt to load additional numbers submitted on subsequent Load Forms within seven (7) business days following the receipt of a valid TNs but full assurance of meeting a seven (7) day timeline is guaranteed.

(N)

**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.10 Emergency Locator Service, cont'd.**

**2. Eligibility Requirements (cont'd)**

- d. Customer is responsible for working with Company and any other LEC dial tone provider(s) to set up any required National Emergency Numbering Association identification codes (hereafter referred to as "NENA ID") for Customer's PS/ALI records.
- e. Customer is responsible for obtaining authorization from any LEC dial tone provider other than Company to insert and modify ALI records for the specified telephone number ranges in any regional E911 databases using the separate NENA ID assigned for PS/ALI records.
- f. Customer shall provide Company with a signed and properly authorized copy of a Letter of Agency (LOA) in favor of Company in the form requested by Company.
- g. In addition to any other fees charged by Company, Customer is responsible for any costs of any tasks related to setting up data exchange and obtaining user IDs and passwords for regional E911 databases. Customer must obtain any approval needed for Company to submit PBX records on its behalf to regional E911- database provider(s), including any approval that may be required by any government agency.
- h. In the event some of the automatic location identification records needed by Company to provision PS/ALI services are not "owned" by the Company, Customer shall obtain and provide to Company prior written consent from the E911 service provider to allow Company to use same without charge.
- i. If Customer is porting to Company a block of telephone numbers from another telephone company, Customer is responsible for working with the transferee LEC to port the main billing telephone number and all associated telephone numbers via the NENA standard unlock and migrate function codes through normal Service Order Input ("SOI") processing.
- j. If Customer discontinues dial tone services with Company or another provider, the use of PS/ALI services by Customer will be discontinued for the corresponding block of telephone numbers.

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**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.10 Emergency Locator Service, cont'd.**

**2. Eligibility Requirements (cont'd)**

- k. Customer must have a personal computer workstation with the following requirements in order to interface with Company and receive PS/ALI service from the Company and Customer shall meet these requirements at every point in time:
- Microsoft Windows 95, Windows 98, or Windows NT 4.0 Windows XP, Windows 7 and Vista (or most current version)
  - Internet access
  - Microsoft Internet Explorer, Version 5.01, Service pack 1 or higher
  - Currently Apple/MAC browsers are not supported
- l. Company shall bill Customer for PS/ALI services in its normal billing interval and Customer shall pay same as indicated on the invoice.
- m. By means of a direct telephone conversation (no email or voice mail messages will be provided), a representative of Company will provide the Customer with a user ID, as password, and a secure key code token for Customer's use in meeting its responsibilities hereunder. Customer will provide Company with a spreadsheet containing the telephone numbers, names, and site-specific PBX information for initially loading the records into the PS/ALI database. A PS/ALI Initial Load File ("ILF") form will be provided to the Customer to provide Company with the required ILF fields and format information for the initial build of telephone number records into Company's system. Company will validate that the numbers submitted by the customer are owned by the Company but is not otherwise required to manipulate and/or change any of the data provided in the ILF on behalf of Customer and may rely upon the accuracy of same; instead, Customer is responsible for submitting the correct field and formatting information via the ILF form. The Customer may submit the first ILF data form to the Company without additional charge. Customer will incur additional charges for any subsequent ILFs required.
- n. Company will attempt to correct only MSAG errors, that is, "701" errors (house number out of range in MSAG) and "709" errors (street not found in MSAG). MSAG related errors that Company is unable to correct will be forwarded to Customer for correction. All other error types detected either by validation against Company databases or against other host ALI databases, will also be returned to Customer for correction. This includes errors that occur during the Initial Load File build and errors occurring after the initial load. Error records will be returned 'as is' to Customer.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.10 Emergency Locator Service, cont'd.**

**2. Eligibility Requirements (cont'd)**

- o. Customer will migrate and update DID numbers and all other telephone numbers associated with this service through the PS/ALI Manager after the ILF. The web-based system permits Customer to maintain station level ALI identification records in the form of "move", "add," "change" or "delete" to pre-authorized Customer records identified by telephone number range on the PS/ALI Customer Profile Order Form.
- p. After validation and processing through the PS/ALI database system, Company will route updated telephone number records to the appropriate "E911 database" provider based upon the NPA/NXX on each record. Records processed by the Company will be transmitted to the appropriate E911 database provider(s) throughout the country.
- q. Telephone numbers that are transported outside of Company's defined operational jurisdictions, either on a temporary or permanent basis, may not be routed to the proper PSAP and customer will assume any and all risk associated with this condition.
- r. The PS/ALI Manager's web-based interface offers a range of online reports to facilitate PBX management, allowing data to be sorted by address and telephone number range, and Customer is expected to use same and to be totally responsible for the accuracy of any information provided.
- s. For day-to-day management processing matters, Customer should contact its designated Company data analyst. Company analysts provide routine support services Monday through Friday during normal business hours (8:00 a.m. - 5:00 p.m. Mountain Time), excluding Company-observed holidays.
- t. Company will provide training to Customer at a mutually agreed-upon date and time. This training will include training on the use of the web-based services. Company will provide one training class, for a maximum of two (2) hours, via a telephone conference call to a maximum of two (2) attendees. Company will provide a maximum of two (2) copies of training course materials to attendees of the training conference call described herein.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.10 Emergency Locator Service, cont'd.**

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**2. Eligibility Requirements (cont'd)**

- u. If Customer decides to discontinue dial tone service with Company or any other LEC providing services to the Customer, then Customer shall immediately notify the assigned Company data analyst in writing that a designated telephone number range will discontinue dial tone services stating the identification of the LECs including Company associated with those numbers. Such notification must be received by Company forty five (45) days in advance. It is the Customer's responsibility to communicate with Company and any other affected LECs regarding the discontinuation and within twenty (20) days of providing the notice set forth above, Customer must either delete all records through the normal SOI update process or instruct Company to unlock all such records. After all records are deleted or unlocked, Company may deny Customer account access. After thirty (30) days, the account access will be denied regardless of option chosen.
- v. For Customer requests that are beyond the scope of the deliverables outlined in this tariff, Customer may submit a change request ("Change Request") form to Company and Company at its option may accept the requested change and/or propose additional charges to Customer for same.
- w. Any and all PS/ALI system problems that Customer experiences shall be immediately reported to Company without delay. Notwithstanding the foregoing, any Internet Explorer problems experienced by Customer while using PS/ALI should be reported to the browser manufacturer.
- x. As a condition to Company's obligation to initiate and continue PS/ALI services to Customer, Customer is obligated to deliver to Company and to continue in full force and effect the following:
  - a. a completed order form as required by the Company,
  - b. its authorization for NENA IDs and permission for insertion into ALI databases,
  - c. identification of Customer's PS/ALI program manager,
  - d. a completed and accurate ILF form,
  - e. a signed authorized executed letter of agency as described above,
  - f. a designated point of contact,
  - g. evidence sufficient to Company that the Customer has obtained authorization from any and all LEC dial tone providers to insert and modify ALI records for the specified telephone number ranges,
  - h. and complete and accurate information about its PBX equipment sufficient to establish that the equipment has the capability to forward ANI information to the selective router in accordance with LEC and local requirements.

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**LOCAL EXCHANGE SERVICE**

**SECTION 7 - Miscellaneous Service Offerings**

**7.10 Emergency Locator Service, cont'd.**

**2. Eligibility Requirements (cont'd)**

- y. Company may request from time to time additional information from Customer and Customer shall promptly and within any time period stated respond to any such request.
- z. At any time and from time to time, Company may assign or delegate some or all of its rights and responsibilities hereunder to any qualified provider of PS/ALI services or support and Customer agrees to cooperate fully with any agent, assignee or delegate of Company in furtherance of Company's provision of PS/ALI services.

**3 Rates and Charges**

The monthly recurring and nonrecurring charges assessed by the Company are as follows:

<b>Monthly Recurring Charges</b>	
One-to-One Recurring Charge, per Number	\$0.15
Many-to-One Recurring Charge, per Occurrence	\$5.00
<b>Nonrecurring Charges</b>	
Initial Load File Installation (more than 25 lines or telephone numbers	\$1,500.00
Initial Load File Installation Charge (less than 25 lines or telephone numbers	\$400.00

One-to-One Recurring Charge per Number – Customer elects to have every station number registered in the ALI database

Many-to-One Recurring Charge per Occurrence – Customer elects to associate multiple station numbers with a single number that will be registered in the ALI database

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**LOCAL EXCHANGE SERVICE**

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**SECTION 7 - Miscellaneous Service Offerings**

**7.11 Retention Offer - Cord Cutter (Limited Basic Telephone Service)**

1. Description

The Retention Program may be offered as an incentive to a Residential Customer to continue service with Cox Digital Telephone (CDT). If the Customer informs Cox that they are considering the discontinuation of CDT service and will thereby only use their cell phone to replace their home phone, a Cox representative may offer the Customer a measured rate service at a Monthly Recurring Charge (MRC) of \$9.99, which includes 30 minutes of local calling; additional local calling minutes are assessed \$0.50 per minute with a \$35 overall cap.

2. Terms & Conditions

- a. Applies to the Customer's Primary Line only.
- b. Local Measured Service calls for Residential Customers are timed in sixty (60) second increments and are rounded up to the next whole minute.
- c. Customer may select only one of a selected number of features at the tariffed rate.
- d. Residential Customers must select Cox as their long distance carrier and are limited to the default LD plan, no discounted call plans.
- e. The offer is only valid through the Retention Team and Retail Centers. This offer is only for Residential Customers that call or visit Cox Customer Service to discontinue their Cox Digital Telephone (CDT) service and utilize their cell phone for their communications needs.
- f. The monthly service charges associated with the services above do not include any "usage" charges. All fees, taxes, usage charges, assessments and surcharges apply.

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**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

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Digital Centrex – FITS I and FITS II is obsolete and will not be offered to new Customer as of January 10, 2001. Current Customers of FITS I & II Centrex packages will become obsolete effective January 10, 2001. Obsolete systems may add stations and new locations with FITS feature packages until the term of the Customer's contract has expired. At such time, the Customer must convert the FITS Centrex package to the minimum centrex service offering, the Basic Centrex Package or discontinue the Company's centrex service.

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**1. GENERAL**

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Digital Centrex Fiber Integrated Telephone Service (FITS) I is a flat rate business service with a 5 line minimum and a 100 line maximum. FITS I is the standard package for business centrex. The FITS II offering includes the standard business package plus enhanced centrex features. Centrex service is provided via a Cox Fiber Integrated central offices, where facilities and operating conditions permit.

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FITS I standard features are included on all lines in the system as defined in (B.) below. FITS II features which are included on all lines in the system are defined in (C.) Enhanced Features following.

- 1) Digital Centrex Service is provided over loop start facilities which link the Company-provided Centrex dial switching equipment and customer-provided equipment.
- 2) Digital Centrex FITS I equips all lines in the system with the standard features shown Section B. following. Customers subscribing to this service are required to pay the monthly rate for service as specified in the attached "Rate Schedule", whether or not all standard features are activated at initial installation.
- 3) A customer may elect to subscribe to the Digital Centrex FITS II enhanced features specified in Section D., at initial installation or subsequent to initial installation, subject to the applicable non-recurring charge specified in "Features Pricing Schedule" following.
- 4) The monthly rate for Digital Centrex FITS I and II offering is covered by a service period plan and is guaranteed against Company-initiated change for the duration of the service period. The minimum service period plan is 12 months

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

5) If the service is terminated in whole or in part by the customer after the initial installation but prior to the completion of the service period, the customer shall be obligated to pay the remaining months of the service period selected.

**2. FITS I STANDARD FEATURES**

All lines in FITS I are equipped with the following standard features:

- Call Waiting/Cancel Call Waiting
- Call Forwarding - Busy Line
- Call Forwarding - No Answer
- Call Forwarding - Variable
- Call Hold
- Call Pick-Up
- Call Transfer - All Calls
- Distinctive Ring
- Direct Inward Dialing (DID)
- Direct Outward Dialing (DOD)
- Hunting
- Line Treatments
- Station-to-Station Dialing
- Three-Way Conference Calling
- Touch-Tone

**3. FITS I - STANDARD FEATURE DEFINITIONS**

Call Waiting - Permits a customer to receive an audible tone which will indicate an incoming call is waiting, if the called line is busy.

Cancel Call Waiting - Permits a Call Waiting customer to inhibit the call waiting operation for one call through the use of a cancel call waiting code.

Call Forwarding - Busy Line - Provides for the forwarding of all calls attempting to terminate at a busy line to be forwarded to a preselected line within a customer system or outside the system.

Call Forwarding -No Answer - Provides for the forwarding of all calls attempting to terminate at a line which is not answered within a set number of rings to be forwarded to a preselected line within a customer system or outside the system.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

Call Forwarding - Variable - When activated at a line by a customer, provides for the forwarding of all calls attempting to terminate at that line to another customer specified line within customer's system or outside the system.

Call Hold - Enables a line user to place a call on hold for any length of time provided that neither party goes off hook. Code access activated.

Call Pick-Up Group(s) - Enables a line within a Digital Centrex system Pick-Up Group to answer incoming calls to another line within the same Pick-up Group by dialing a code. One or more Call Pick-Up Groups may be established.

Call Transfer - All Calls - Allows a line user to transfer any established call to another line inside or outside the customer group without the assistance of an attendant. This feature also utilizes the switchhook to put a caller on consultation hold.

Distinctive Ringing - Provides a unique pattern of ringing to permit the line user to distinguish between intragroup and DID calls.

Direct Inward Dialing (DID) - Allows incoming calls from the local exchange and long distance network to reach an individual line or group of lines in the system without the assistance of an attendant.

Direct Outward Dialing (DOD) - Permits lines of the system to gain access to the local exchange and long distance network without the assistance of an attendant by dialing an access code (dial 9 for intergroup calls).

Hunting - Permits the routing of calls to an idle line in a prearranged group, when the called line is busy. The hunting is either circular or series. The hunt starts with the number dialed.

Line Treatments - The Company at the customer's request will allow or deny individual line features. The treatments can be arranged to control all calls originating or terminating on lines and tie trunks.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

Station-to-Station Dialing - Enables individual line users in the system to directly dial other lines in the same system without the assistance of an attendant.

Three-Way Conference Calling - Enables a line user to establish voice connection involving the user and two other parties. The line user, by switchhook operation is able to place an existing call on hold and call the telephone number of a third party, thereby effecting a three-way conference call.

Touch Tone - Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

**3.1.4.4 FITS II - STANDARD FEATURES**

All lines in FITS II are equipped with the standard features in Section 3.1.4.2 above plus the following features:

- Automatic Callback - Intragroup
- Directed Call Pickup
- Speed Calling
- Automatic Callback
- Call Forward of Call Waiting Calls
- Call Park
- Enhanced Hunting Arrangement
- Multi Line Hunt Group(MLHG)
- Last Number Redial
- Conference Calling - up to 6 Way

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

Automatic Callback - Intragroup - Enables a line user calling a busy line within the system to be automatically connected to the called line when the line becomes idle.

Directed Call Pickup

- (i) With barge-in - Permits a line user to answer a call ringing on another line in the Centrex group by dialing a code. If the called line has already been answered, the initiating line may barge-in to the answered all and be connected to a three-way call.
- (ii) Without barge-in - Permits a line user to answer a call ringing on another line in the Centrex group by dialing a code.

Speed Calling - Individual 30-Number List - Allows a line user to call a predesignated seven or ten-digit telephone number by dialing a valid two digit dialing code. The customer-changeable speed calling list furnished contains 30 codes.

Automatic Callback -Permits a user who places an intrasystem call to a busy Centrex number to be automatically connected to that line when both the called and calling station lines are available.

Call Forward of Call Waiting Calls -Allows station users that have Call Forwarding and Call Waiting assigned to their lines to forward Call Waiting calls that are not answered within a set period of time automatically to a predetermined destination.

Call Park -Provides the station user the ability to park a call against the station number. The parked call may be retrieved from any station in the Centrex group by dialing a code and the station number parked.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

Enhanced Hunting Arrangements Incoming - calls to a busy Centrex line are redirected to a predetermined number(s) to search for an idle line on which to complete the call. If no idle number is found, a busy tone is provided. These types are available.

- (i) Circular Hunt - permits a complete hunt over all of the station lines in a particular Multi-Line Hunt Group (MLHG). Hunting starts with the dialed number and continues to the last terminal prior to the dialed number in the MLHG. Circular Hunt is only provided with Uniform Call Distribution, Preferential Hunt or Multiple Position Hunt.
- (ii) Series or Serial Hunt - allows a limited number of Centrex lines to be programmed in either a sequential (consecutively numbered) or non-sequential (non consecutively numbered) order for hunting purposes. Series hunting is done through the ordered list until an idle line is encountered or the end of the list is reached. Call handling line features can be added to the last directory number in the series to increase call completion probability. Series Completion redirects a call only once to any given line.
- (iii) Enhancement - redirects a call from a busy DN to another DN giving greater flexibility by providing circular Call-Forward, Busy type chaining.
- (iiii) Distributed Line Hunting - starts the hunting at the first idle line after the previous hunt and continues until the starting point is reached.

Multi Line Hunt Group (MLHG) a group of lines with common terminating (incoming call) features that are grouped together to share translation data. Hunting is provided by a common program (shared translations) for the group of lines. Each line is identified by a multi-line terminal number, not a Centrex number.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

- (i) Enhancement - allows the assignment of Multiple Pilot Directory Numbers to a MLHG. Hunting can therefore begin at different points in the group depending on the number dialed.
- (ii) Non-Hunt Telephone Number - a MLHG can contain station lines which have associated non-hunt directory numbers. If the station line is busy on a call, another call to the non- hunt number will receive busy treatment. These non-hunt numbers are not in the MLHG and do not have access to the MLHG or MPH features.
- (iii) Preferential Hunt - permits a pre-hunt over a preferential list of station lines before hunting the entire MLHG. Each station can be associated with a particular preferential list within a MLHG.
- (iiii) Secretarial - allows more than one Centrex line to hunt to the same line in a linear pattern.

Last Number Redial - Allows a designation of a station feature button to initiate redial of the last number called.

Conference Calling - up to 6 Way - Allows a user to add up to 6 additional parties to an existing call.

**3.1.4.6 RATES AND CHARGES**

Digital Centrex FITS I and II rates and charges apply for a fixed period of time from 12 months to 60 months (service period plan) and are guaranteed against Company initiated change for the duration of the plan.

Upon the expiration of the original service period plan a customer must select a new service period plan or the rates applicable will be those offered under the 12 month service period plan.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

**RATES AND CHARGES, cont'd**

The Company reserves the right to change the Digital Centrex I rates, as described in the Flexible Pricing Plan which follows:

- 1) Flexible Pricing Plan
  - (a) Digital Centrex I and II service equivalent link and equivalent port rates may be decreased selectively and in varying amounts, so long as the rates cover their relevant costs.
  - (b) Digital Centrex I and II service equivalent line and equivalent port rates may be increased selectively and in varying amounts not to exceed 25% per year.
  - (c) The Company reserves the right to change the rates as described in (a) and (b) preceding at any time upon 10 days notice to the Commission by providing a revised Rate Schedule and appropriate cost support information.
  - (d) Changes in Digital Centrex I rates will apply as of the effective date of the change.
  - (e) A rate will not be changed unless it has been in effect for at least 30 days.
  - (f) Appropriate customer notification of rate changes will be made.
  - (g) Digital Centrex I rates may be changed in accordance with the provisions of (a) through (f) preceding, on a wire center by wire center basis.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

**RATES AND CHARGES, cont'd**

2) Customer Specific Pricing Arrangements

Prices for Digital Centrex FITS I and II equivalent links and equivalent ports may be determined on a customer specific basis using relevant costs. Customer specific prices will be made available to similarly situated customers on a non-discriminatory basis. Customer specific prices for a group of Digital Centrex customers can be developed by the Company.

3) Change of Customer Digital Centrex I and II

With the written permission of the Company, the obligation to pay the remaining monthly rates of the selected service period may be assigned to another customer at the same location.

In addition to assuming the responsibility to pay the monthly rates for the remainder of the selected service period, the new customer assumes the conditions applicable to Digital Centrex FITS at the time of the assignment.

A request for a transfer of service between the customers at the same time as a request for a relocation of service is permitted.

4) Relocation of Service Digital Centrex FITS I and II

A customer, except those under a Customer Specific Pricing, will be permitted to relocate all or part of his lines to another location served by the Company, subject to the availability of facilities, without incurring termination charges. The number of lines in service at the new location must be greater than or equal to the number of lines in service at the former location. The service period plan will be moved with the service. Service period plan billing must continue unchanged or a new plan equal to or greater than both remaining lines in service and months in the service period plan may be elected. In addition, a service charge, a new line installation charge or line conversion charge will apply.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

**RATES AND CHARGES, cont'd**

5) Conversions of Service - Digital Centrex FITS I and II

An existing Centrex service customer with less than 101 lines served from a digital switch may convert to Digital Centrex service with no termination liability provided that the new Digital Centrex service must be equal to or greater than the current lines in service and the new service period be a minimum of 12 months plus the remaining months in the current Centrex service agreement.

6) Digital Centrex FITS I and II Service Guarantee

A new Centrex customer may remove their Digital Centrex system, upon written notification to the Company within 90 days of the original service period, without termination liability. Such guarantee provides for a refund of any initial non-recurring charges incurred by the customer.

7) Non-Recurring Charges - Digital Centrex FITS I and II

The following non-recurring charges apply for the connection of Digital Centrex Service. Such charges may be amortized into the line rate over a period of six months:

- (a) New Installation - consistent with relevant non-recurring charges applicable to 1MB/1FB.
- (b) Conversion - consistent with relevant non-recurring charges applicable to change of telephone number.
- (c) Optional Feature Activation - consistent with activation of custom calling features on 1MB/1FB.

8) Waiver of Non-Recurring Charges - Digital Centrex FITS I and II

The Company will waive certain non-recurring charges for the connection of Digital Centrex Service and/or Digital Centrex Port Only Service.

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

**RATES AND CHARGES, cont'd**

- 9) For Centrex FITS I & II service, an additive equivalent to the Interstate Business End User Common Line Charge will apply on a PBX trunk equivalency basis according to the following table:

<u>Total Unrestricted Line</u>	<u>PBX Trunk Equivalency</u>
1	1
2	3
3	4
4 to 6	5
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 100	15
Each Additional 15 lines	1

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**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.1 DIGITAL CENTREX FITS I & II SERVICE**

**RATES AND CHARGES, cont'd**

10) Payment Plans

FITS I & II Service offers the Customer a fixed monthly rate plan for a specific contract term. The Customer may select from 1, 2, 3 or 5 year contract terms.

	NRC <sup>8</sup>	Year 1	Year 2	Year 3	Year 5
FITS I	\$100	\$21	\$20	\$19	\$17
FITS II	\$250	\$25	\$24	\$23	\$21

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<sup>8</sup> Service Connection Charges under Section 3 apply in addition to the non-recurring charges.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.2 Phone Control Package:** Provides a residential Customer with the following features: Caller ID, Call Return, Priority Ringing, Selective Call Rejection, Selective Call Acceptance, Long Distance Alert. (M1)

Residential Custom Calling Features (per-line equipped)	Monthly Rate	Monthly Max Rate	Per Use	NRC	
Phone Control Package ♦	8.95	8.95		10.00	

**8.3 Cox LD Solutions** (M2)

Cox LD Solutions, the one-, two- or three-year term long distance call plan, provides Business Customers a competitively priced long distance product. The call plan is available to new and existing customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Canada, Puerto Rico and US Virgin Islands will be billed in 6-second increments with a 30-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

Minutes-Of-Use	Year 1	Year 2	Year 3
0-10,000	\$0.075	\$0.0675	\$0.0638
10,001-20,000	\$0.070	\$0.0630	\$0.0595
20,001+	\$0.065	\$0.0585	\$0.0553

(M1) Material formerly located on page 59.1.  
(M2) Material formerly located on page 62.  
(M3) Material formerly located on page 92.0.1.

♦ Availability of the Phone Control package is limited to customers that have subscribed prior to the effectiveness of the Control Plus package.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.4 Cox LD Enterprise**

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Cox LD Enterprise, the one-, two- or three-year term long distance call plan, provides an eligible Business Customer with a competitively priced long distance product. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox high-speed internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
<b>0-10,000</b>	<b>\$0.070</b>	<b>\$0.0630</b>	<b>\$0.0595</b>
<b>10,001-20,000</b>	<b>\$0.065</b>	<b>\$0.0585</b>	<b>\$0.0553</b>
<b>20,001+</b>	<b>\$0.060</b>	<b>\$0.0540</b>	<b>\$0.0510</b>

(M)

(M) Material relocated from page 92.0.2

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**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.5 Cox Toll-Free Solutions**

The Domestic Toll-Free Term Call Plan provides Business Customers with a reduced rate for toll free calls originated in the continental United States. Business Customers may select from a one-, two- or three-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

<b>Minutes-Of-Use</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>0-10,000</b>	<b>\$0.075</b>	<b>\$0.0675</b>	<b>\$0.0638</b>
<b>10,001-20,000</b>	<b>\$0.070</b>	<b>\$0.0630</b>	<b>\$0.0595</b>
<b>20,001+</b>	<b>\$0.065</b>	<b>\$0.0585</b>	<b>\$0.0553</b>

(M)

(M)

(M) Material formerly located on page 92.12.

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APP0500

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.6 Cox Dedicated LD Solutions**

Cox Dedicated LD Solutions, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

<b>Minutes-of-Use</b>	<b>1-Year</b>	<b>2-Year</b>	<b>3-Year</b>	<b>Max Rate</b>
<b>0-10,000</b>	<b>\$0.075</b>	<b>\$0.0675</b>	<b>\$0.0638</b>	<b>\$0.15</b>
<b>10,001-20,000</b>	<b>\$0.070</b>	<b>\$0.0630</b>	<b>\$0.0595</b>	<b>\$0.15</b>
<b>20,001-40,000</b>	<b>\$0.065</b>	<b>\$0.0585</b>	<b>\$0.0553</b>	<b>\$0.15</b>
<b>40,001-80,000</b>	<b>\$0.055</b>	<b>\$0.0495</b>	<b>\$0.0468</b>	<b>\$0.15</b>
<b>80,001-160,000</b>	<b>\$0.050</b>	<b>\$0.0450</b>	<b>\$0.0425</b>	<b>\$0.15</b>
<b>160,000+</b>	<b>\$0.045</b>	<b>\$0.0405</b>	<b>\$0.0383</b>	<b>\$0.15</b>

(M)

(M)

(M) Material formerly located on page 92.16

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**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.7 Cox Dedicated LD Enterprise**

Cox Dedicated LD Enterprise, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>Max Rate</b>
<b>0-10,000</b>	<b>\$0.070</b>	<b>\$0.0630</b>	<b>\$0.0595</b>	<b>\$0.15</b>
<b>10,001-20,000</b>	<b>\$0.065</b>	<b>\$0.0585</b>	<b>\$0.0553</b>	<b>\$0.15</b>
<b>20,001-40,000</b>	<b>\$0.060</b>	<b>\$0.0540</b>	<b>\$0.0510</b>	<b>\$0.15</b>
<b>40,001-80,000</b>	<b>\$0.050</b>	<b>\$0.0450</b>	<b>\$0.0425</b>	<b>\$0.15</b>
<b>80,001-160,000</b>	<b>\$0.045</b>	<b>\$0.0405</b>	<b>\$0.0383</b>	<b>\$0.15</b>
<b>160,000+</b>	<b>\$0.040</b>	<b>\$0.0360</b>	<b>\$0.0340</b>	<b>\$0.15</b>

(M)

(M)

(M) Material Formerly located on page 92.17.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.8 Cox Dedicated TF Solutions**

(M)

Cox Dedicated TF Solutions, a one, two or three-year term dedicated toll free call plan, provides eligible Business Customers a competitively priced toll free product for calls that originate in the continental United States. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use charges (MOU) will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage.

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>Max Rate</b>
<b>0-10,000</b>	<b>\$0.075</b>	<b>\$0.0675</b>	<b>\$0.0638</b>	<b>\$0.15</b>
<b>10,001-20,000</b>	<b>\$0.070</b>	<b>\$0.0630</b>	<b>\$0.0595</b>	<b>\$0.15</b>
<b>20,001-40,000</b>	<b>\$0.065</b>	<b>\$0.0585</b>	<b>\$0.0553</b>	<b>\$0.15</b>
<b>40,001-80,000</b>	<b>\$0.055</b>	<b>\$0.0495</b>	<b>\$0.0468</b>	<b>\$0.15</b>
<b>80,001-160,000</b>	<b>\$0.050</b>	<b>\$0.0450</b>	<b>\$0.0425</b>	<b>\$0.15</b>
<b>160,000+</b>	<b>\$0.045</b>	<b>\$0.0405</b>	<b>\$0.0383</b>	<b>\$0.15</b>

(M)

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**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.9 COX OFFICE SOLUTIONS PAK**

(M)

**1. GENERAL**

The Cox Office Solutions Pak offers business Customers a bundled package term plan of one, two and three year commitment. The package combines telephony services and the Cox-Affiliated Company's service for high-speed internet access. The services provided with this plan are:

- two (2) flat-rate business access lines,
- eight (8) custom calling features from a select group of features as defined in Section .2 following,
- a block of 200 minutes of interstate and intrastate long distance calls, and
- the Cox-Affiliated Company's high-speed internet access service.

**2. Regulations**

1. Business Access Lines

Business Customers that subscribe to the Cox Office Solutions Pak will receive two flat-rate business access lines. Additional lines requested by the Customer will be billed at the normal tariffed rate for business service.

2. Custom Calling Features

Business Customers that subscribe to COSP will be offered the line features listed below. The features may be provisioned on the two lines at the Customer's request. However, the offered is limited to a total of eight features.

Call Forward	Three-Way Calling
Call Forward - Busy	Call Transfer
Call Forward - No Answer	Caller ID
Call Waiting	Voice Mail

(M)

(M) Material formerly located on page 111.

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**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.9 COX OFFICE SOLUTIONS PAK, cont'd**

**2. Regulations, cont'd**

3. 200 Minutes of Long Distance

The Cox Office Solutions Pak, COSP, includes a block of 200 minutes of interstate and intrastate long distance. The block of 200 minutes is "pooled" between the two lines. Any unused minutes remaining at the end of the billing period will not carryover to the next billing period. Interstate calls in excess of the 200-minute block will be billed at 7 cents per minute. Intrastate calls will be billed at 10 cents per minute.

4. High-Speed Internet Access

The package also includes one or three end-user terminals for high-speed internet access from the Cox-Affiliated Company.

**3. Rates and Charges**

The table below defines the telephony charges associated with the Cox Office Solutions Pak offering in the State of Arizona.

	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
Business Access Lines	60.00	60.00	60.00
Custom Calling Features	18.00	16.00	16.00
Long Distance	15.00	15.00	15.00
Bundled Package MRC	93.00	91.00	91.00
Installation Charge <sup>=</sup>	250.00	99.00	0.00

(M) Material formerly located on page 112.

<sup>=</sup> If a high-speed internet customer is adding telephony service under this package, the installation charges would apply as defined in section 3 of this tariff.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.10 Cox Connection-90<sup>(sm)</sup> Package:**

Where facilities and operating conditions permit, the Connection Packages will be offered to Residential Customers. The Cox Connection-90 Package is a bundled package of direct-dial local and long distance telephone services. The package includes: a Primary and a Non-Primary local access line, the Solutions feature package on the Primary line, ninety (90) minutes of long distance service on the Primary line, and the Simply Five Saving Plan on both access lines. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections. The following services are included in the package.

1. One (1) Primary Local Access Line with the Solution feature package,
2. One (1) Non-Primary Local Access Line,
3. Ninety (90) minutes of long distance service on the Primary Line, and
4. The Simply Five Savings Plan on both access lines. Toll calls will be billed at 5 cents/min.

Monthly Recurring Charge: \$39.95

Non-Recurring Charge<sup>H</sup>

**8.11 Calling Feature Packages, Residential**

**Active Lifestyle Package:** Provides a residential Customer with the following features: Call Forwarding, 3 Way Calling, Call Waiting, Speed Calling, Busy Line Redial.

**Control Plus Package:** Provides a residential Customer with the following features: Call Waiting ID, Call Return, Priority Ringing, and Long Distance Alert.

<b>(c.1) Residential Calling Features (per-line equipped)</b>	<b>Monthly Rate</b>	<b>Monthly Max Rate</b>	<b>Per Use</b>	<b>NRC<sup>z</sup></b>	
Feature Packages					
Active Lifestyle Package	6.95	6.95		10.00	
Control Plus Package	10.95	10.95		10.00	

(M) Material formerly found on page 62.1.

(M1) Material formerly found on page 59.1.

(M2) Material formerly found on page 62.

LOCAL EXCHANGE SERVICE

SECTION 8 - Obsolete Service Offerings

8.12 Busy Line Verification and Interrupt Service

(M)

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

1. **Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
2. **Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
3. **Rates:** Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
  - (a) The operator verifies that the line is busy with a call in process.
  - (b) The operator verifies that the line is available for incoming calls.
  - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$5.00
Busy Line Verification with Interrupt	\$5.00

(M)

(M) Material formerly found on page 95 and 96.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

**Cox Switched LD Solutions III**

Cox Switched LD Solutions III is a one-, two-, three- or five-year term long distance direct dialed Business call plan. The call plan is available to new and existing Business Customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Canada, Puerto Rico and US Virgin Islands will be billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.075</b>	<b>\$0.067</b>	<b>\$0.063</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.073</b>	<b>\$0.066</b>	<b>\$0.062</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.071</b>	<b>\$0.065</b>	<b>\$0.061</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.069</b>	<b>\$0.064</b>	<b>\$0.060</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.065</b>	<b>\$0.061</b>	<b>\$0.057</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.059</b>	<b>\$0.056</b>	<b>\$0.052</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.058</b>	<b>\$0.055</b>	<b>\$0.051</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.056</b>	<b>\$0.053</b>	<b>\$0.049</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.054</b>	<b>\$0.051</b>	<b>\$0.047</b>	<b>\$0.15</b>

(M) Material formerly found on page 92.0.1.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

**Cox Switched LD Enterprise III**

Cox Switched LD Enterprise III is a one-, two-, three- or five-year term direct dialed long distance Business call plan. The call plan is available to new and existing Business Customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.068</b>	<b>\$0.061</b>	<b>\$0.057</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.066</b>	<b>\$0.060</b>	<b>\$0.056</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.064</b>	<b>\$0.059</b>	<b>\$0.055</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.062</b>	<b>\$0.058</b>	<b>\$0.054</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.059</b>	<b>\$0.055</b>	<b>\$0.051</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.053</b>	<b>\$0.050</b>	<b>\$0.047</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.052</b>	<b>\$0.049</b>	<b>\$0.046</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.050</b>	<b>\$0.048</b>	<b>\$0.044</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.049</b>	<b>\$0.046</b>	<b>\$0.042</b>	<b>\$0.15</b>

(M) Material formerly found on page 92.0.2.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

**Cox Toll-Free Solutions III**

The Cox Toll-Free Solutions III call plan provides Business Customers with a switched inbound toll free call plan. Business Customers will select from a one-, two-, three- or five-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.075</b>	<b>\$0.067</b>	<b>\$0.063</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.073</b>	<b>\$0.066</b>	<b>\$0.062</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.071</b>	<b>\$0.065</b>	<b>\$0.061</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.069</b>	<b>\$0.064</b>	<b>\$0.060</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.065</b>	<b>\$0.061</b>	<b>\$0.057</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.059</b>	<b>\$0.056</b>	<b>\$0.052</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.058</b>	<b>\$0.055</b>	<b>\$0.051</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.056</b>	<b>\$0.053</b>	<b>\$0.049</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.054</b>	<b>\$0.051</b>	<b>\$0.047</b>	<b>\$0.15</b>

(M)

(M)

(M) Material formerly found on page 92.12.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

**Cox Toll-Free Enterprise III**

The Cox Toll-Free Enterprise III call plan provides Business Customers with a switched inbound toll free call plan. Business Customers will select from a one-, two- or three/five-year term call plan. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Arizona will be assessed the following per-minute rate based on cumulative MOU's and term selected:

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.068</b>	<b>\$0.061</b>	<b>\$0.057</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.066</b>	<b>\$0.060</b>	<b>\$0.056</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.064</b>	<b>\$0.059</b>	<b>\$0.055</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.062</b>	<b>\$0.059</b>	<b>\$0.054</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.059</b>	<b>\$0.055</b>	<b>\$0.051</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.053</b>	<b>\$0.050</b>	<b>\$0.047</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.052</b>	<b>\$0.050</b>	<b>\$0.046</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.050</b>	<b>\$0.048</b>	<b>\$0.044</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.049</b>	<b>\$0.046</b>	<b>\$0.042</b>	<b>\$0.15</b>

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(M)

(M) Material formerly found on page 92.12.1.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

**Cox Dedicated LD Solutions III**

Cox Dedicated LD Solutions III is a one-, two-, three- or five-year term dedicated direct dialed long distance call plan that provides eligible Business Customers a competitively priced long distance product for calls terminating in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.070</b>	<b>\$0.063</b>	<b>\$0.058</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.068</b>	<b>\$0.062</b>	<b>\$0.057</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.066</b>	<b>\$0.061</b>	<b>\$0.055</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.064</b>	<b>\$0.060</b>	<b>\$0.054</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.060</b>	<b>\$0.056</b>	<b>\$0.052</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.058</b>	<b>\$0.054</b>	<b>\$0.050</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.055</b>	<b>\$0.049</b>	<b>\$0.046</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.050</b>	<b>\$0.045</b>	<b>\$0.042</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.045</b>	<b>\$0.040</b>	<b>\$0.038</b>	<b>\$0.15</b>

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(M)

(M) Material formerly found on page 92.16



**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

(M)

**Cox Dedicated LD Enterprise III**

Cox Dedicated LD Enterprise III is a one-, two-, three- or five-year term dedicated direct dialed long distance call plan. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing Business Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Arizona are billed in 6-second increments with a 6-second minimum.

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.063</b>	<b>\$0.057</b>	<b>\$0.052</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.061</b>	<b>\$0.056</b>	<b>\$0.051</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.059</b>	<b>\$0.055</b>	<b>\$0.050</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.058</b>	<b>\$0.054</b>	<b>\$0.049</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.054</b>	<b>\$0.050</b>	<b>\$0.047</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.052</b>	<b>\$0.049</b>	<b>\$0.045</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.050</b>	<b>\$0.045</b>	<b>\$0.042</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.045</b>	<b>\$0.040</b>	<b>\$0.038</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.040</b>	<b>\$0.036</b>	<b>\$0.034</b>	<b>\$0.15</b>

(M)

(M) Material formerly found on page 92.17.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

**Cox Dedicated TF Solutions III**

Cox Dedicated TF Solutions III is a one-, two-, three- or five-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing Business Customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.070</b>	<b>\$0.063</b>	<b>\$0.058</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.068</b>	<b>\$0.062</b>	<b>\$0.057</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.066</b>	<b>\$0.061</b>	<b>\$0.055</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.064</b>	<b>\$0.060</b>	<b>\$0.054</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.060</b>	<b>\$0.056</b>	<b>\$0.052</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.058</b>	<b>\$0.054</b>	<b>\$0.050</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.055</b>	<b>\$0.049</b>	<b>\$0.046</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.050</b>	<b>\$0.045</b>	<b>\$0.042</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.045</b>	<b>\$0.040</b>	<b>\$0.038</b>	<b>\$0.15</b>

(M)

(M)

(M) Material formerly found on page 92.22.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

(M)

**Cox Dedicated TF Enterprise III**

Cox Dedicated TF Enterprise III is a one-, two-, three- or five-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing Business Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Arizona will be assessed the per-minute rates as detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

<b>Minutes-Of-Use</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 or 5 Year</b>	<b>Max Rate</b>
<b>0-249</b>	<b>\$0.063</b>	<b>\$0.057</b>	<b>\$0.052</b>	<b>\$0.15</b>
<b>250-499</b>	<b>\$0.061</b>	<b>\$0.056</b>	<b>\$0.051</b>	<b>\$0.15</b>
<b>500-999</b>	<b>\$0.059</b>	<b>\$0.055</b>	<b>\$0.050</b>	<b>\$0.15</b>
<b>1,000-2,499</b>	<b>\$0.058</b>	<b>\$0.054</b>	<b>\$0.049</b>	<b>\$0.15</b>
<b>2,500-4,999</b>	<b>\$0.054</b>	<b>\$0.050</b>	<b>\$0.047</b>	<b>\$0.15</b>
<b>5,000-9,999</b>	<b>\$0.052</b>	<b>\$0.049</b>	<b>\$0.045</b>	<b>\$0.15</b>
<b>10,000-49,999</b>	<b>\$0.050</b>	<b>\$0.045</b>	<b>\$0.042</b>	<b>\$0.15</b>
<b>50,000-99,999</b>	<b>\$0.045</b>	<b>\$0.040</b>	<b>\$0.038</b>	<b>\$0.15</b>
<b>100,000+</b>	<b>\$0.040</b>	<b>\$0.036</b>	<b>\$0.034</b>	<b>\$0.15</b>

(M)

(M) Material formerly found on page 92.23.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

(N)

<b>Simply Three Package<sup>◇</sup></b>	\$22.99	\$26.95	
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(M1)

**Cox Connection-60<sup>(sm)</sup> Package<sup>=</sup>**

(M2)

Where facilities and operating conditions permit, the Connection Packages will be offered to Residential Customers. The Cox Connection-60 Package is a bundled package of direct-dial local and long distance telephone services. The package includes a local access line, the Solution feature package, 60 minutes of long distance service, and the Simply Five Saving Plan. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections. The following services are included in the package.

1. One (1) Local Access Line,
2. Solutions feature package,
3. 60 minutes of long distance service, and
4. Simply Five Savings Plan, five cents per minute long distance calling plan.

	<u>Current</u>	<u>Max Rate</u>
Monthly Recurring Charge:	\$31.99	<b>\$40.00 (I)</b>
Non-Recurring Charge <sup>H</sup>		

(M2)

(M1) Material relocated from Page 61.

(M2) Material relocated from Page 62.1.

<sup>◇</sup> Simply Three Package consists of an access line, Call Waiting ID and Voice Mail.

<sup>=</sup> Service is limited to one (1) Connection Package per account.

<sup>H</sup> Non-Recurring Line Connection Charges as specified in Section 3.1.2.2(a) apply for initial service establishment, additional lines and transfers of service. Non-Recurring Account Change Charges as specified in Section 3.1.2.2(a) apply to Customers upgrading to Connection-60 or Connection-90 Packages on existing Local Access Lines.

**LOCAL EXCHANGE SERVICE**

**SECTION 8 - Obsolete Service Offerings**

**8.13 Optional Calling Plans, cont'd.**

(N)

**Cox Unlimited Connection<sup>(sm)</sup> Package**

(M)

**General**

Where facilities exist and operating conditions permit, the Cox Unlimited Connection<sup>(sm)</sup> Package will be offered to Residential Customers. The package is a bundled of local and long distance telephone services. An eligibility condition of the package requires that the Customer select Cox LD for both PIC and LPIC elections. The following services are included in the package:

1. A local access line,
2. The Solution Feature Package,
3. Unlimited residential minutes of direct dial long distance service, and
4. Voice Mail, optional.

**Terms and Conditions**

1. The Cox Unlimited Connection<sup>(sm)</sup> Package Monthly Recurring Charge will be billed in advance, and will apply the first billing period after ordering the service.
2. Cox Unlimited Connection<sup>(sm)</sup> does not permit the Customer to place business calls.
3. International toll calls are not included with this package.
4. If usage under this plan is not consistent with typical Residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel Customer's service without prior notice. Calls that are not consistent with typical Residential voice use include but are not limited to: non-voice services, use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. Callers must dial 1+ area code + 7-digit telephone number for the call to be included in the Cox Unlimited plan. This is a flat rate call plan; call detail is not available with this plan. Customers must subscribe to Cox Long Distance and also to the Company's local exchange service. This plan is available to Customers on a per-line basis and will be provisioned only on the Primary Line. Unlimited service is reserved for direct-dialed long distance calls and does not include multi-party conference calls or multi-party chat lines, calls to 900 numbers, directory assistance, per-use feature calling, calling card, operator services, international calling and toll free calling services; such calls are subject to additional charges. Taxes, fees and other charges apply.

**Rates and Charges**

**Current**

**Maximum**

Monthly Recurring Charge  
Non-Recurring Charge<sup>H</sup>

\$39.95

**\$50.00 (I)**

(M)

(M) Material relocated from Page 62.2.

<sup>H</sup> Non-Recurring Line Connection Charges as specified in Section 3.1.2.2(a) apply for initial service establishment, additional lines and transfers of service.

**LOCAL EXCHANGE SERVICE**

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**SECTION 8 - Obsolete Service Offerings**

**8.14 Local Exchange Service, cont'd.**

**8.14.1 Local Line, Rates and Charges, cont'd**

<b>(c.1) Residential Calling Features (per-line equipped)</b>	<b>Monthly Rate</b>	<b>Monthly Max Rate</b>	<b>Per Use<sup>9</sup></b>	<b>Max Rate</b>	<b>NRC<sup>¥</sup></b>	<b>Max Rate</b>
Selective Call Rejection*	2.75	4.00			10.00	15.00
Speed Calling - 8*	2.75	4.00			10.00	15.00

(M)

(M) Material relocated from Page 62

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<sup>9</sup> Per Use charges will not exceed the charges for seven uses per billing period.

<sup>¥</sup> Only one Non-Recurring charge will apply when a Customer purchases more than one feature in a single order. For Calling Features connected during initial service installation, the Non-Recurring Charge will be waived.

Issue Date: May 14, 2015

Effective Date: June 13, 2015

Issued By: Paul Cain  
Director, Regulatory Operations  
Cox Communications, Inc.  
1400 Lake Park Drive  
Atlanta, GA 30319

APP0518

# EXHIBIT 18



0000159370

BEFORE THE ARIZONA CORPORATION COMMISSION

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BOB STUMP  
Chairman  
GARY PIERCE  
Commissioner  
BRENDA BURNS  
Commissioner  
BOB BURNS  
Commissioner  
SUSAN BITTER SMITH  
Commissioner

Arizona Corporation Commission  
**DOCKETED**  
DEC 18 2014  
DOCKETED BY

IN THE MATTER OF THE NOTICE OF  
PROPOSED ORDER WITH  
AMENDMENTS TO THE ARIZONA  
UNIVERSAL SERVICE FUND.

DOCKET NO. RT-00000H-97-0137  
DECISION NO. 74848  
ORDER

Open Meeting  
December 11 and 12, 2014  
Phoenix, Arizona

BY THE COMMISSION:

FINDINGS OF FACT

1. On September 22, 1989, the Commission established the Arizona Universal Service Fund ("AUSF") in Decision No. 56639. The AUSF was established to maintain statewide average rates and the availability of basic telephone service to the greatest extent reasonably possible. The Commission entered into an agreement for professional services with Solix, Inc. (formerly the National Exchange Carriers Association) to administer the AUSF.

2. One half of the AUSF funding requirement is collected through a surcharge paid by providers of basic local exchange service, wireless service, paging service and other Commercial Mobile Radio Service providers that interconnect with the public switched network. These entities are known as Category One providers. The second half of the AUSF funding requirement is collected from providers of intrastate toll service. These entities are known as Category Two providers.

...

...



1           3.       In order for a utility to receive AUSF support, that funding must be authorized by the  
2 Commission in a rate case. Citizens Telecommunications Company of the White Mountains, Inc.  
3 (“Citizens”) (formerly Contel of the West, Inc.) is receiving AUSF money in the amount of \$769,620  
4 annually per Decision No. 56657, dated October 10, 1989.

5           4.       Solix has requested and received data from all Arizona telecommunications providers  
6 for use in calculating the surcharges that would be applied to all telecommunications providers in  
7 2015. From this data, Solix has calculated the year 2015 monthly surcharge for Category One  
8 providers to be \$0.011221 per access line and \$0.112215 per interconnecting trunk line. The current  
9 monthly surcharge for Category One providers is \$0.010769 per access line and \$0.107694 per  
10 interconnecting trunk line.

11          5.       For Category Two providers, the year 2015 monthly surcharge would be 0.3468  
12 percent of intrastate toll revenues. For Category Two providers, the current monthly surcharge is  
13 0.3458 percent of the intrastate toll revenues.

14          6.       The collection of these amounts over the year 2015 will generate sufficient funds to  
15 cover the amount of the AUSF distributions that Citizens has been authorized to receive. As of  
16 December 31, 2014, AUSF is expected to have a fund balance of \$241,600. The recommended  
17 surcharges and monthly contributions are projected to increase the end of year 2015 fund balance to  
18 approximately \$241,660.

19          7.       Since Citizens has been receiving this distribution from the AUSF since 1989,  
20 Citizens should be required to file a report within 60 days of the effective date of this Order which  
21 demonstrates why receipt of these funds by the Company is still necessary and why Citizens should  
22 not be required to file a rate case so that its rates and the continued need for AUSF can be examined  
23 again.

24          8.       Staff had reviewed the proposed year 2015 monthly surcharges and has found them to  
25 be just, reasonable, and in the public interest. Staff does not believe the proposed 2015 monthly  
26 surcharges will contribute to a fund balance that is higher than necessary.

27          9.       Staff therefore recommends approval of the year 2015 monthly AUSF surcharges for  
28 service provided on and subsequent to January 1, 2015.



1 IT IS FURTHER ORDERED that all carriers that fund the Arizona Universal Service Fund  
2 shall file the information they are required to provide to Solix through its Universal Solutions Platform  
3 online reporting service.

4 IT IS FURTHER ORDERED THAT Citizens Telecommunications Company of the White  
5 Mountains, Inc. shall file a report within 60 days from the effective date of this Order which  
6 demonstrates why receipt of these AUSF funds is still necessary and why it should not be required to  
7 file a rate case so that its rates and the continued need for AUSF can be examined again.

8 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

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**BY THE ORDER OF THE ARIZONA CORPORATION COMMISSION**

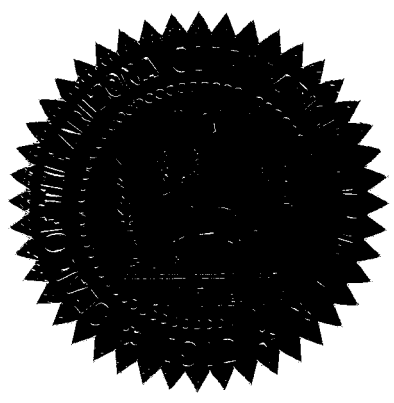
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CHAIRMAN

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COMMISSIONER

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COMMISSIONER

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COMMISSIONER



IN WITNESS WHEREOF, I, JODI JERICH, Executive Director of the Arizona Corporation Commission, have hereunto, set my hand and caused the official seal of this Commission to be affixed at the Capitol, in the City of Phoenix, this 18<sup>th</sup> day of December, 2014.

*[Signature]*  
JODI JERICH  
EXECUTIVE DIRECTOR

DISSENT: \_\_\_\_\_

DISSENT: \_\_\_\_\_

SMO:CLA:sms\MAS

1 SERVICE LIST FOR: ARIZONA UNIVERSAL SERVICE FUND  
2 DOCKET NO.: RT-00000A-97-0137

3 Copy of the foregoing mailed this date to the Service List in  
4 Docket Number RT-00000A-97-0137

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# EXHIBIT 19

# ARIZONA UNIVERSAL SERVICE FUND

## 2015 Remittance Worksheet Instructions

### I. Filing Requirements and General Instructions

#### A. Introduction

On June 23, 1995 the Arizona Corporation Commission (ACC) issued Decision No. 59124, approving new rules for competitive telecommunications services. A.A.C. R14-2-1113 of the Competitive Rules requires that the Commission establish an intrastate universal service fund to assure the continued availability of basic telephone service at reasonable rates. On March 24, 1996, the ACC adopted rules (R-14-2-1201 et. seq.) establishing the new Universal Service Fund mechanism. These rules expanded the types of telecommunications providers that contribute to the AUSF and revised eligibility criteria for drawing from the fund.

The assessment rates calculated for the 2015 reporting year were adopted by the Arizona Corporation Commission on December 18, 2014, pursuant to Decision No. 74848.

#### B. Who Must File

In accordance with the rules, the AUSF is to be funded by all telecommunications service providers that interconnect with the public switched network. One half of the AUSF funding requirement will be collected via a surcharge from providers of basic local exchange service, wireless, paging and other Commercial Mobile Radio Service that interconnect with the public switched network. These entities are known as “Category One” providers. The remaining one half of the funding requirement will be collected from providers of intrastate toll service. These entities are known as “Category Two” providers.

All telecommunications service providers that interconnect to the public switch network and begin providing telecommunications service after the effective date of Article R14-2-1204, which is 4/26/1996, shall choose to be considered either a Category 1, Category 2, or both Category 1 and Category 2 service provider. Such election shall be made in writing to the Administrator within 30 days of beginning to provide telecommunications service in Arizona, with a copy to the Director of Utilities. Written concurrence of the Director of Utilities must be received by the Administrator for such selection to be effective. Such selection will be irrevocable for a period of at least three years.

# 2015 Remittance Worksheet Instructions

## C. When and Where to File

The 2015 AUSF contribution period will include intrastate revenues earned between January 1, 2014 and December 31, 2015. Monthly worksheets and remittances must be received by the AUSF administrator, Solix, Inc. (Solix), on the 20th day of each month, or the 19<sup>th</sup> if the 20<sup>th</sup> falls on Saturday, or the 21<sup>st</sup> if the 20<sup>th</sup> falls on Sunday. **The first submission for the 2015 fiscal year is due on February 20, 2015.** See Attachment A for the 2015 AUSF reporting schedule. Instructions can be found on the Solix website through: <http://www.solixinc.com/internet/current-programs.aspx>

## D. Compliance

Carriers failing to submit an AUSF worksheet by the scheduled date are subject to a one and one-half percent (1.5%) per month charge (18% Annual Percentage Rate) **or \$50, whichever is greater**, on delinquent submissions of assessments due. Notice of delinquent payments will be mailed at the end of each month when payment is not received. All delinquent payments over 30 days are to be assessed the greater of 1.5% or \$50.

## II. Line-by-Line Instructions for Completion of the AUSF Worksheet

**All information submitted through the online worksheet must be legible.**

### Filing Identification Information

The following blocks are located in the top margin of the worksheet. Fill in the information as follows:

#### **Block A- Company Code**

The company code, supplied by Solix, starts with AZ followed by six digits. For existing companies, this code is located on the mailing label. If this is the first filing for a company, and you have not been assigned a code, indicate "NEW" in this block.

#### **Block B- Submission Date**

The Submission Date is the date the remittance worksheet is being forwarded to Solix. The administrator should receive the worksheet by the 20th day of each month, or the 19<sup>th</sup> if the 20<sup>th</sup> falls on Saturday, or the 21<sup>st</sup> if the 20<sup>th</sup> falls on Sunday. Please see Attachment A for "2015 AUSF Reporting Schedule."

#### **Block C- Revenue Data Month & Reporting Frequency**

The Revenue Data Month indicates the month or year that corresponds to the revenue data being reported. Please see Attachment A for "2015 AUSF Reporting Schedule."

# 2015 Remittance Worksheet Instructions

*Carriers should indicate their reporting frequency. If you choose to report quarterly or annually in order to minimize administrative burden, payments must be submitted at the beginning of the reporting period based on an estimate for the period. An annual true-up based on actual data will be required.*

## **Block D- Original or Revision**

Carriers should indicate if this is the initial (original) submission of a revenue data month or if the worksheet contains a revenue data month revision. Revisions should only be indicated when submitting a correction or adjustment to a previously filed data month.

## **Filing Revisions:**

Revisions may be used for correction of revenues previously reported in error or for estimated revenues. When submitting a revision, follow these same instructions being certain that the correct “Revenue Data Month” has been entered in Block C and revision is indicated in Block D. **Provide actual revised revenue and assessment amounts, not differences.**

## **Annual True-ups:**

With implementation of online reporting in 2012, carriers may revise worksheets at any time. *Please attempt to complete all true-ups and revisions for the prior year, e.g. 2014, no later than March 31, 2015.* Your timely completion will be helpful in preparing prior year financial reports.

## **Section 1: Carrier Identification**

### **Line 1- Company Name**

Enter the carrier name that identifies the filing entity and/or any “doing business as” (d/b/a) names if applicable.

### **Line 1a- Complete Mailing Address**

Enter the complete mailing address of the corporate headquarters of the carrier including street address, city, state, zip, suite numbers, floor, etc.

### **Line 1b- Telephone and E-Mail Address**

Enter telephone number for the company headquarters. Please enter an e-mail address for the contact person.

### **Line 2- Primary Communications Business**

Place an “X” in the box that best describes the principal carrier activity. Place a “✓” in any other boxes that represent additional lines of business being reported in the worksheet.



# 2015 Remittance Worksheet Instructions

- LEC- Local Exchange Carrier- provider of franchised local exchange service.
- IXC- Interexchange Carrier.
- CAP- Competitive Access Provider- competes with incumbent local exchange carrier to provide services that link customers with interexchange facilities, local exchange networks or other customers.
- ALEC- Alternative Local Exchange Carrier.
- Wireless- Cellular telephone and Mobile Radio Service providers.
- OSP- Operator Service Providers- Companies other than LECs that provide services to customers needing assistance of an operator such as to complete away from home calls or calls using alternate billing arrangements. These companies typically employ operators as well as credit and cash card technologies to complete calls.
- RES- Reseller- Leases underlying transmission facilities for purposes of providing telecommunication services.
- Other- Check *Other* if none of the above categories describe the carrier's activity. Please explain as indicated.

## **Line 3- Parent Company**

Enter the name of the holding company or controlling company, if any.

## **Line 3a- Complete Mailing Address**

Enter the complete mailing address of the parent company of the carrier including street address, city, state, zip, suite numbers, floor, etc.

## **Line 3b- Telephone and E-Mail Address**

Enter telephone number for the parent company headquarters. Please enter an e-mail address for the contact person.

## **Section 2: Access Lines and Interconnecting Trunk Data**

### **Line 4- Residence Lines**

Enter the number of residence lines in service for the data month.

### **Line 5- Business Lines**

Enter the number of business lines in service for the data month.

### **Line 6- Total Access Lines in Service**

Sum the amounts entered on Line 4 and Line 5 and enter this amount on Line 6. (If reporting access lines for more than one month make sure the access line assessment total reflects the reporting period).

# 2015 Remittance Worksheet Instructions

## **Line 7- Access Line Assessment Rate**

The monthly Access Line Assessment Rate of **\$0.011221** per access line is applicable for the data months of January 2015 through December 2015.

## **Line 8- AUSF Access Line Assessment**

Multiply the amounts on Line 6 by the rate on Line 7 as indicated on the worksheet and enter the result on Line 8. The resulting amount on Line 8 is the monthly access line assessment.

## **Line 9- Interconnecting Trunks**

An interconnecting trunk is a one-way or two-way voice grade or an equivalent voice grade switched message transmission channel furnished by a local switched access provider to a provider of wireless services or to a wireline customer of such local switched access provider to interconnect the provider of wireless services or wireline customer to the public switched network. (If reporting interconnecting trunks for more than one month, make sure the trunk assessment total reflects the reporting period.)

## **Line 10 - Interconnecting Trunk Assessment Rate**

The monthly Interconnecting Trunk Assessment Rate of **\$0.112215** per interconnecting trunk is applicable for the data months of January 2015 through December 2015.

## **Line 11- Interconnecting Trunk Assessment**

Multiply the numbers of interconnecting trunks reported on Line 9 by the Interconnecting Trunk Assessment Rate on Line 10 as indicated on the worksheet and enter the result on Line 11. The resulting amount on Line 11 is the monthly interconnecting trunk assessment.

## **Section 3: Monthly Intrastate Toll Revenue Data**

### **Line 12- Toll Private Line**

Includes revenues from providing dedicated circuits, private switching arrangements and/or predefined transmission paths, whether virtual or physical, which provide communications between specific locations (e.g., point-to-point communications) beyond the basic service areas.

### **Line 13- Alternative Access/ Directory Assistance**

Includes calling card and credit card revenues, person-to-person call revenues, and calls with alternative billing arrangements such as third number billing and collect calls. Includes all other intrastate toll service revenues, including revenues from directory services such as listings, non-published numbers, classifieds and sales of directory.

# 2015 Remittance Worksheet Instructions

## **Line 14- Intrastate Revenue**

Includes intrastate toll message revenues including operator services and intrastate 800 revenues. [For purposes of determining intrastate 800 revenues, carriers may use 1-Percent Interstate Usage (PIU) Factor used for reporting interstate access minutes.]

## **Fixed and Nomadic Voice over Internet Protocol (VoIP) Revenue**

Arizona expects carriers under its jurisdiction to remit intrastate universal service assessments with respect to revenues, access lines and interconnected trunks associated with *non-nomadic* interconnected VoIP services provided in Arizona. **Include this revenue on Line 14.**

Because the ACC has not conducted a proceeding to ensure that it does not assess intrastate universal service assessments with respect to revenues associated with nomadic interconnected VoIP services provided in another state, the AUSF surcharges do not apply at this time. See “In the Matter of Universal Service Contribution Methodology, et al., Declaratory Ruling,” WC Docket No. 06-122 (FCC 10-185) at para. 11 (November 5, 2010).

## **If not listed elsewhere, include all other Intrastate Revenue on Line 14.**

## **Line 15- Special Access**

Includes all state tariff charges assessed, other than end user or switched access charges.

## **Line 16- Miscellaneous Revenue**

Includes miscellaneous intrastate revenue that would not reasonably be included with one of the other service categories such as late payment charges, customer fees, etc.

## **Line 17- Total Intrastate Toll Revenue**

Sum the amounts entered on Lines 12 through 16 and enter this amount on Line 17.

## **Line 18- 2015 Monthly Intrastate Toll Revenue Assessment Rate**

The monthly Intrastate Toll Revenue Assessment Rate of **0.3468% (.003468)** applicable for the data months of January 2015 through December 2015.

## **Line 19- AUSF Intrastate Toll Revenue Assessment**

Multiply the amounts on Line 17 by the monthly Intrastate Toll Revenue Assessment Rate Line 18 as indicated on the worksheet and enter the result on Line 19. The resulting amount on Line 19 is the monthly intrastate toll revenue assessment.

## **Line 20- Total AUSF Remittance**

Sum the amounts entered on Line 8, Line 11 and Line 19 and enter the result on Line 20. This represents the total assessment to be submitted to Solix.

# 2015 Remittance Worksheet Instructions

## **Section 4: Change in Company Status**

### **Line 21- Carrier Name Change**

If there is a carrier name change, enter new name and the effective date.

### **Line 22-Business Status Change**

If business status has changed in Arizona, enter the date that the business was sold, merged, or discontinued.

### **Line 23a- Survivor Company Name**

If business has been sold or merged, provide the survivor company name.

### **Line 23b- Business Start Date**

If new business or initial submission, enter date that company began operations in Arizona.

## **Section 5: Certification**

### **Line 24- Officer Name Information**

Enter date, officer name, officer signature, and officer title. The officer's signature attests to the accuracy of all information on this remittance worksheet.

### **Line 25- Contact Name Information**

Enter the date, contact name, contact phone and contact title. The contact person should be able to provide worksheet clarification and could serve as the first point of contact for the AUSF Administrator.

### **Line 26- Complete Contact Mailing Address**

Enter the complete mailing address for the contact person. Mailings will be sent to the contact person address unless other arrangements are made by completing Attachment B.

## **Worksheet Submission and Payment Method**

In the bottom left margin, please take note of submission addresses.

In the bottom right margin, please check applicable payment method.

Please see Attachment C "AUSF Payment and Worksheet Submission Information" for additional details.

## ARIZONA UNIVERSAL SERVICE FUND

## 2015 AUSF Reporting Schedule

<b>Worksheets due to Solix, Inc.</b>	<b>Revenue Data Month to be reported</b>
February 20, 2015	January 2015
March 20, 2015	February 2015
April 20, 2015	March 2015
May 20, 2015	April 2015
June 19, 2015	May 2015
July 20, 2015	June 2015
August 20, 2015	July 2015
September 19, 2014	August 2015
October 20, 2015	September 2015
November 20, 2014	October 2015
December 21, 2015	November 2015
January 20, 2016	December 2015
<b>Quarterly Reporting</b>	
February 20, 2015	January 2015 through March 2015
May 20, 2015	April 2015 through June 2015
August 20, 2015	July 2015 through September 2015
November 20, 2015	October 2015 through December 2015
<b>Annual Reporting</b>	
February 20, 2015	January 2015 through December 2015

## ARIZONA UNIVERSAL SERVICE FUND

### AUSF Address Information

The following clarifies the purpose of each address that is required on the AUSF worksheet:

**Section 1- Line 1a**

Provides the complete mailing address of a carrier's **corporate headquarters**.

**Section 5- Line 26**

Provides the complete mailing address of the **AUSF contact person**. This address will be used for future AUSF mailings, *including statement/bill*, unless Solix, the AUSF Administration is notified otherwise by submission of the form below.

=====

**Statement/Billing Address Change**

Please mark one:

	Use Section 1- Line 1a
	Other, provide address below

Company Code: **AZ-**\_\_\_\_\_ Company Name:\_\_\_\_\_

Attn.:\_\_\_\_\_

Statement/Billing Address:\_\_\_\_\_

City/ State/ Zip:\_\_\_\_\_

Telephone #: \_\_\_\_\_ E-mail Address:\_\_\_\_\_

**Additional Address for Future Mailings**

Complete this form if an *additional* mailing address is desired for future mailings. Information will automatically be sent to the corporate headquarters address and contact name address.

Company Code: **AZ-**\_\_\_\_\_ Company Name:\_\_\_\_\_

Attn.:\_\_\_\_\_

Statement/Billing Address:\_\_\_\_\_

City/ State/ Zip:\_\_\_\_\_

Telephone #: \_\_\_\_\_ E-mail Address:\_\_\_\_\_

*If completion of this form is required, please submit to: AUSF Administration, 30 Lanidex Plaza West, P.O. Box 685, Parsippany, NJ 07054. Phone: 973-581-5393 or Fax: 973-599-6504.*

# ARIZONA UNIVERSAL SERVICE FUND

## AUSF Payment and Worksheet Submission Information

Payments must always be accompanied by worksheets and may be made by check or transmitted via electronic funds transfer. Please send both the Carrier Remittance Worksheet and payment to the bank. **Payments and worksheets should be submitted directly to BNY Mellon as follows:**

<u>For Regular Payments by Check:</u> AUSF PO Box 360802 Pittsburgh, PA 15262-6802	Please make payments payable to:  <p style="text-align: center;"><b>“AUSF”</b></p> Please include the AUSF Company Code, Telephone: (412) 234-4381 assigned by Solix, to assure that payments are posted correctly.
<u>For Overnight Payments by Check:</u> AUSF Pittsburgh Lockbox Attn: Lockbox 360802 500 Ross Street 154-0455 Pittsburgh, PA 15262-6802  <b>Note inside the overnight package:          “Deposit in AUSF Lockbox 360802”</b>	
<u>For Electronic Funds Transfers:</u> Identify the transmittal as: “AUSF Payment” ABA #: 043000261 Account #: 032-8137 Mellon Bank, Pittsburgh, PA	

**If payments are made by electronic funds transfer, please fax or mail a copy of the**

**Remittance Worksheet to: → AUSF Administration  
 Solix, Inc.  
 30 Lanidex Plaza West  
 P.O. Box 685  
 Parsippany, NJ 07054  
 (973) 599-6504 - Fax**

*If you need additional information, please contact AUSF Administration at (973) 581-5393 (Phone) or (973) 599-6504 (Fax).*

# ARIZONA UNIVERSAL SERVICE FUND

## Additional AUSF Information and Filing Considerations

- Carriers should be aware that **penalties** of one and one-half percent (1.5%) per month (18% APR), or \$50, **whichever is greater**, are authorized to be applied to submissions received after the 20th day of the current month, or after the 19<sup>th</sup> if the 20<sup>th</sup> falls on Saturday, or after the 21<sup>st</sup> if the 20<sup>th</sup> falls on Sunday.
- The AUSF instructions provide descriptions of revenues and the worksheet lines to be used. **Correct completion of the Section 2** information will avoid edit errors, revisions, additional contacts and possible penalties.
- **Incomplete forms will be returned to carriers for completion** and may result in late payment charges.
- **Forms without officer signatures** will be considered incomplete and will be returned for signatures and may result in late payment charges.
- **Carriers requiring subsequent changes** and/or corrections to information initially submitted on AUSF worksheet(s) should submit a **revised worksheet**. Revisions should be submitted for errors such as submitting incorrect data on a worksheet or mathematical errors. **Please provide actual revised amounts, not differences.**
- **Annual true-ups** are to be used if the carrier has submitted estimated data during the year that is to be true-up to the actual data at the end of the funding period. Carriers may also true-up previously reported data to account for uncollectibles or other required adjustments that were not known when originally submitted (see Page 3).



# EXHIBIT 20

# State of Arizona

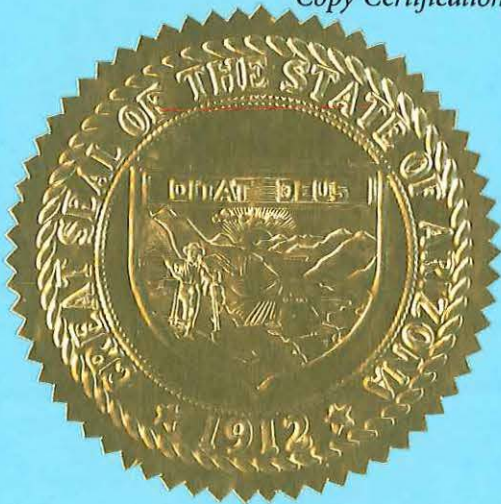


Department of State  
Office of the Secretary of State  
Michele Reagan, Secretary

*Be it known to all the foregoing attached document is a complete, true and correct copy filed in the Office of the Secretary of State, at the State Capitol, Phoenix, Arizona.*

Document Title	<i>P/PB REGISTRATION FORMS</i>		
Filed in Division	<i>ELECTIONS</i>	Date Filed	
Prepared by	<i>SCOTT WASHINGTON</i>	Date Certified	<i>10/8/2015</i>
Total number of pages attached (excluding cover)	<i>32</i>		

*Copy Certification Not Valid Without State Seal*



*IN WITNESS WHEREOF, I, the preparer have hereunto set my hand and affixed the Great Seal of the State of Arizona.*

*Scott Washington*

Secretary of State  
1700 W. Washington Street, Fl. 7, Phoenix, AZ 85007-2808  
Telephone: (602) 542-8683 Fax: 542-6172

APP0538



**State of Arizona**  
**PRINCIPAL/PUBLIC BODY REGISTRATION**  
**Initial/Renewal Application for Lobbying**  
**File with: Arizona Secretary of State Ken Bennett**  
 Attention: Election Services Division  
 1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007  
 (602) 542-8683 (800) 458-5842 (within Arizona)  
 Website: www.azsos.gov

SECRETARY OF STATE  
 2013 JUN 14 11:2:52

Please fill out both sides of this form. File this form between Dec. 1 of every even-numbered year through the second Monday of January of every odd-numbered year.

Check One  
 INITIAL  
 RENEWAL

FOR OFFICE USE ONLY - REV. 12/01/10

**PRINCIPAL/PUBLIC BODY REGISTRATION ~ A.R.S. §§ 41-1232 AND 41-1232.01**

Please type or print clearly.

**NOTICE:** A Principal/Public Body must file an amended registration reporting any change in the information prescribed on this form within five business days. See A.R.S. § 41-1232(C). Use Amendment Form to file an amended registration.

Check One:  PRINCIPAL  PUBLIC BODY

<b>P/PB ID NUMBER</b> 104460		<b>E-Mail Address of Contact Person</b> Jonathan.Babbitt@cox.com	
<b>NAME OF PRINCIPAL/PUBLIC BODY</b> COXCOM INC		<b>BUSINESS TELEPHONE</b> 623-328-3247	<b>BUSINESS FAX</b> 623-328-3580
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>DESIGNATED LOBBYIST/DESIGNATED PUBLIC LOBBYIST</b> Susan Anable		<b>BUSINESS TELEPHONE</b> 623-328-3254	<b>E-MAIL ADDRESS</b> 623-328-3580
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027

**PRINCIPALS ONLY**

- Please explain the nature of the primary business or activity, issue, interest, or purpose of the principal:

Telecommunications

- Term of engagement of designated lobbyist:  Indefinite  From \_\_\_\_\_ to \_\_\_\_\_\*

- List the state entities the lobbyist *has been engaged or designated by the principal to lobby*, including the legislature and state agencies, boards, commissions or councils (or attach list if necessary):

List Attached

**PRINCIPALS AND PUBLIC BODIES**

- Expenses for which designated lobbyist/designated public lobbyist is to be reimbursed:

(Check all that apply)

- Meals
- Travel
- Other (Please describe) \_\_\_\_\_
- Lodging
- Out of Pocket Expenses

01/14/2013 2:27PM 000003 #4423

\*\*\* ROBERTA

F000104

PRINCIP REG FEE \$25.00

CHECK \$25.00

\* The Principal is responsible for filing all required reports until termination papers are filed with the Secretary of State.



State of Arizona  
PRINCIPAL/PUBLIC BODY REGISTRATION  
Initial and Renewal Application for Lobbying  
Page 2

SECRETARY OF STATE  
2013 JAN 14 PM 2:52

**YOUR REGISTRATION CANNOT BE ACCEPTED WITHOUT THE FOLLOWING DOCUMENTS**

- Current list of Lobbyists for Compensation, Authorized Lobbyist and Employees who are retained or represent the Principal/Public Body.
- \$25.00 check (payable to Arizona Secretary of State)

STATE OF Arizona )  
COUNTY OF Maricopa ) ss

I, the undersigned, being duly sworn state that this Principal/Public Body Registration is complete, and that to the best of my knowledge and belief the information above is true and correct.

Susan Anable  
Printed Name of Lobbyist

Susan Anable  
Signature of Lobbyist

SUBSCRIBED AND SWORN TO (Affirmed) before me on the 10<sup>th</sup> of January, 2013

Sept. 30, 2015  
My Commission Expires

Kim Monroe  
Notary Public

(affix seal)



AGENCY LIST

COXCOM, INC.

104460

SECRETARY OF STATE

Principal ID #

Name of Principal

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Arizona Legislature  | <input type="checkbox"/> Climate Committee, State   |
| <input type="checkbox"/> Accountancy, Board Of   | <input type="checkbox"/> Coliseum & Exposition Center Board   |
| <input type="checkbox"/> Administration, Department Of   | <input type="checkbox"/> Commerce, Department Of  |
| <input type="checkbox"/> Aging, Advisory Council On  | <input type="checkbox"/> Commerce & Economic Development Commission   |
| <input type="checkbox"/> Agriculture Advisory Council  | <input type="checkbox"/> Communicable Disease Advisory Council  |
| <input type="checkbox"/> Agriculture, Department Of  | <input checked="" type="checkbox"/> Community Colleges Board Of Directors   |
| <input type="checkbox"/> Agriculture Employment Relations Board                                  | <input type="checkbox"/> Conservation Corps Commission  |
| <input type="checkbox"/> AHCCCS  | <input type="checkbox"/> Constitutional Defense Council   |
| <input type="checkbox"/> Air Pollution Control Hearing Board                                     | <input checked="" type="checkbox"/> Contractors, Arizona Registrar Of   |
| <input type="checkbox"/> Allopathic Board Of Medical Examiners                                   | <input checked="" type="checkbox"/> Corporation Commission  |
| <input type="checkbox"/> Alzheimer's Disease Treatment Demonstration Project Oversight Committee | <input type="checkbox"/> Corrections, Department Of   |
| <input type="checkbox"/> Americans With Disabilities   | <input type="checkbox"/> Corrections (Department Of) Officer Retirement Plan (CORP) Local Board                           |
| <input type="checkbox"/> Appellate Court Appointments Commission                                 | <input type="checkbox"/> Corrections (Department Of) Venture Team   |
| <input type="checkbox"/> Appraisal, Board Of   | <input type="checkbox"/> Corrections Officer Retirement Plan Local Board (Department Of Youth Treatment & Rehabilitation) |
| <input type="checkbox"/> Apprenticeship Advisory Council   | <input type="checkbox"/> Cosmetology, Board Of  |
| <input type="checkbox"/> Archeology Advisory Commission  | <input type="checkbox"/> Cotton Research & Protection Council   |
| <input type="checkbox"/> Arthritis & Musculo-Skeletal Disease Advisory Council                   | <input type="checkbox"/> Counseling Credentialing Committee   |
| <input type="checkbox"/> Arts, Commission On The   | <input type="checkbox"/> County Fairs, Livestock & Agriculture Promo Board  |
| <input checked="" type="checkbox"/> Attorney General   | <input checked="" type="checkbox"/> Court Of Appeals  |
| <input type="checkbox"/> Auditor General   | <input type="checkbox"/> Court of Military Appeals  |
| <input type="checkbox"/> Automation Oversight Committee  | <input type="checkbox"/> Criminal Justice Commission  |
| <input type="checkbox"/> Automobile Theft Prevention Authority                                   | <input type="checkbox"/> Deaf & Blind, Arizona State Schools For  |
| <input type="checkbox"/> Arizona Consumers Council   | <input type="checkbox"/> Dental Examiners, Board Of   |
| <input type="checkbox"/> Arizona Mexico Commission   | <input type="checkbox"/> Department Economic Security Venture Team Board  |
| <input type="checkbox"/> Banking Department  | <input type="checkbox"/> Developmental Disabilities Advisory Council  |
| <input type="checkbox"/> Barbers, Arizona Board Of   | <input type="checkbox"/> Developmental Disabilities Council, Governor's   |
| <input type="checkbox"/> Baseball Commission   | <input type="checkbox"/> Disease Control Research Commission  |
| <input type="checkbox"/> Beef Council, Arizona   | <input type="checkbox"/> Dispensing Opticians Board   |
| <input type="checkbox"/> Behavioral Health Examiners & Credentialing Committee                   | <input type="checkbox"/> Drug & Gang Enforcement Task Force   |
| <input type="checkbox"/> Blindness & Visual Impairment, Governor's Council                       | <input type="checkbox"/> Drug & Gang Policy Council, Arizona  |
| <input type="checkbox"/> Boxing Commission, State  | <input type="checkbox"/> DUI Advisory Council   |
| <input type="checkbox"/> Building & Fire Safety Department                                       | <input type="checkbox"/> Drug Policy Council  |
| <input type="checkbox"/> Charter Schools, State Board For  | <input type="checkbox"/> Earthquake Safety, Arizona Council For   |
| <input type="checkbox"/> Children's Behavioral Health Council                                    | <input type="checkbox"/> Economic Estimates Commission  |
| <input type="checkbox"/> Children, Advisory Council To The Governor's Office Of                  | <input type="checkbox"/> Economic Security Advisory Council   |
| <input type="checkbox"/> Chiropractic Examiners Board  | <input type="checkbox"/> Economic Security, Department Of   |
| <input type="checkbox"/> Citrus, Fruit & Vegetable Advisory Council                              | <input type="checkbox"/> Education Commission Of The States   |
| <input type="checkbox"/> Citrus Research Council   | <input checked="" type="checkbox"/> Education, Department Of  |
| <input type="checkbox"/> Civil Rights Advisory Board   | <input checked="" type="checkbox"/> Education, State Board Of   |

- |                                     |   |                                     |  |
|-------------------------------------|---|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Education, Private Postsecondary                                | <input type="checkbox"/>            | Hearing Impaired Children Advisory Commission                      |
| <input type="checkbox"/>            | Educational System For Youth In Prison                          | <input type="checkbox"/>            | Highway Safety Representative, Governor's                          |
| <input type="checkbox"/>            | Emergency Council, Arizona                                      | <input type="checkbox"/>            | Highway & Traffic Safety Advisory Task Force                       |
| <input type="checkbox"/>            | Emergency Medical Services Council                              | <input type="checkbox"/>            | Historical Advisory Commission                                     |
| <input checked="" type="checkbox"/> | Emergency & Military Affairs Department                         | <input type="checkbox"/>            | Historical Records Advisory Board                                  |
| <input checked="" type="checkbox"/> | Emergency Response Commission                                   | <input type="checkbox"/>            | Homeless Trust Fund Oversight Committee                            |
| <input type="checkbox"/>            | Employment & Training Council                                   | <input type="checkbox"/>            | Homeopathic Medical Examiners Board                                |
| <input type="checkbox"/>            | Employment Of People With Disabilities, Governor's<br>Committee | <input type="checkbox"/>            | Humanities, Arizona Council Of                                     |
| <input type="checkbox"/>            | Environmental Quality, Department Of                            | <input type="checkbox"/>            | Human Resource Investment  |
| <input type="checkbox"/>            | Environmental Education Advisory Council                        | <input type="checkbox"/>            | Hunger, Governor's Council On                                      |
| <input type="checkbox"/>            | Equalization, Board Of  | <input type="checkbox"/>            | Iceberg Lettuce Research Council                                   |
| <input type="checkbox"/>            | Equal Opportunity, Governor's Office Of                         | <input type="checkbox"/>            | Indian Affairs, Commission On                                      |
| <input type="checkbox"/>            | Executive Clemency, Board Of                                    | <input type="checkbox"/>            | Indian Health Care, Advisory Council On                            |
| <input type="checkbox"/>            | Family Friendly Task Force                                      | <input checked="" type="checkbox"/> | Industrial Commission Of Arizona                                   |
| <input type="checkbox"/>            | Federal Surplus Property Advisory Council                       | <input type="checkbox"/>            | Industrial Commission Investment Committee                         |
| <input type="checkbox"/>            | Fertilizer, Best Management Advisory Committee For<br>Nitrogen  | <input type="checkbox"/>            | Insurance Guaranty Fund Board: Life & Disability                   |
| <input type="checkbox"/>            | Film & Television Advisory Board                                | <input type="checkbox"/>            | Insurance Guaranty Fund Board: Property & Casualty                 |
| <input checked="" type="checkbox"/> | Fire Marshal  | <input type="checkbox"/>            | Insurance, Department Of   |
| <input type="checkbox"/>            | Firefighters & Emergency Paramedics Memorial Board              | <input type="checkbox"/>            | Interagency Coordinating Council For Infants &<br>Toddlers         |
| <input type="checkbox"/>            | Firefighters, Study Commission On Cancer In<br>Professional     | <input type="checkbox"/>            | International Development Authority Board Of Directors             |
| <input type="checkbox"/>            | Fire Safety Committee, State                                    | <input type="checkbox"/>            | Investment Committee For Industrial Commission<br>Resources        |
| <input type="checkbox"/>            | Four Corners Heritage Council                                   | <input type="checkbox"/>            | Joint Committee On Capital Review                                  |
| <input type="checkbox"/>            | Full Employment Demonstration Project (JOBSTART)                | <input type="checkbox"/>            | Joint Legislative Audit Committee                                  |
| <input type="checkbox"/>            | Funeral Directors & Embalmers, Board Of                         | <input checked="" type="checkbox"/> | Joint Legislative Budget Committee                                 |
| <input type="checkbox"/>            | Game & Fish Commission  | <input type="checkbox"/>            | Judicial Conduct Commission  |
| <input type="checkbox"/>            | Game & Fish Department  | <input type="checkbox"/>            | Juvenile Corrections Department                                    |
| <input type="checkbox"/>            | Gaming Department   | <input type="checkbox"/>            | Juvenile Education System Board                                    |
| <input type="checkbox"/>            | Geographic Information Council, Arizona                         | <input type="checkbox"/>            | Juvenile Justice Advisory Council                                  |
| <input type="checkbox"/>            | Geographic & Historic Names Board                               | <input type="checkbox"/>            | Juvenile Corrections Dept, Corrections Officers<br>Retirement Plan |
| <input type="checkbox"/>            | Geological Survey   | <input checked="" type="checkbox"/> | Land Commissioner, State   |
| <input checked="" type="checkbox"/> | Geologists, State   | <input checked="" type="checkbox"/> | Land Department, Board Of Appeals                                  |
| <input checked="" type="checkbox"/> | Government Information Technology Agency                        | <input type="checkbox"/>            | Law Enforcement Merit System Council                               |
| <input checked="" type="checkbox"/> | Governor  | <input checked="" type="checkbox"/> | Legislative Council  |
| <input checked="" type="checkbox"/> | Governor's Regulatory Review Council                            | <input type="checkbox"/>            | Legislative Ethics Committee                                       |
| <input type="checkbox"/>            | Grain Research & Promotion Council                              | <input type="checkbox"/>            | Legislative Governmental Mail Commission                           |
| <input type="checkbox"/>            | Grand Canyon Airport Commission, Governor's                     | <input type="checkbox"/>            | Lettuce Research Council   |
| <input type="checkbox"/>            | Grazing Land Valuation Commission                               | <input type="checkbox"/>            | Library, Archives & Public Records, Department Of                  |
| <input type="checkbox"/>            | Groundwater Users Advisory Council                              | <input type="checkbox"/>            | Library Examiners Board  |
| <input type="checkbox"/>            | Head Start Collaborative Study Committee                        | <input type="checkbox"/>            | Liquor Board, State  |
| <input type="checkbox"/>            | Health Facilities Authority Board                               | <input type="checkbox"/>            | Liquor Licenses & Control Department                               |
| <input type="checkbox"/>            | Health, Physical Fitness & Sports Council                       | <input type="checkbox"/>            | Livestock & Agriculture Committee                                  |
| <input type="checkbox"/>            | Health Services, Department Of                                  | <input type="checkbox"/>            | Long Term Care Services Review Committee                           |
| <input type="checkbox"/>            | Hearing Impaired, Arizona Council For                           |                                     |  |

- |                                     |   |                                     |  |
|-------------------------------------|---|-------------------------------------|--|
| <input type="checkbox"/>            | Lottery Commission, Arizona State   | <input type="checkbox"/>            | Power Authority Commission, Arizona                        |
| <input type="checkbox"/>            | Manufactured Housing, Board Of  | <input type="checkbox"/>            | Power Plant & Transmission Line Siting Committee           |
| <input type="checkbox"/>            | Marriage & Family Therapy Credentialing Committee                           | <input checked="" type="checkbox"/> | Private Enterprise Review Board                            |
| <input type="checkbox"/>            | Medical Direction Commission  | <input checked="" type="checkbox"/> | Procurement Office   |
| <input type="checkbox"/>            | Medical Examiners, State Board Of   | <input type="checkbox"/>            | Property & Casualty Insurance Guaranty Fund Board          |
| <input type="checkbox"/>            | Medical Radiologic Technology Examiners Board                               | <input type="checkbox"/>            | Property Tax Appeals                                       |
| <input type="checkbox"/>            | Medical Review Program  | <input type="checkbox"/>            | Property Tax Limit Oversight Commission                    |
| <input type="checkbox"/>            | Medical Student Loans Board   | <input type="checkbox"/>            | Prosecuting Attorneys Advisory Council, Arizona            |
| <input type="checkbox"/>            | Military Facilities Study Commission  | <input type="checkbox"/>            | Psychiatric Security Review Board                          |
| <input type="checkbox"/>            | Mine Inspector  | <input type="checkbox"/>            | Psychologist Examiners, Board Of                           |
| <input type="checkbox"/>            | Mines & Mineral Resources Department  | <input type="checkbox"/>            | Public Safety, Department Of                               |
| <input type="checkbox"/>            | Mines & Mineral Resources Department, Governor's Board Of                   | <input type="checkbox"/>            | Public Safety Personnel Retirement System, Fund MGRS       |
| <input type="checkbox"/>            | Motor Vehicle Department  | <input type="checkbox"/>            | Public Safety Personnel Local Boards                       |
| <input checked="" type="checkbox"/> | Municipal Tax Code Commission   | <input type="checkbox"/>            | Public Safety Personnel Local Retirement Local Boards      |
| <input type="checkbox"/>            | National & Community Service Commission                                     | <input type="checkbox"/>            | Quality, Governor's Advisory Council                       |
| <input type="checkbox"/>            | Native American Indian Veterans' Memorial Board                             | <input type="checkbox"/>            | Racing Commission  |
| <input type="checkbox"/>            | Naturopathic Physicians Board Of Medical Examiners                          | <input type="checkbox"/>            | Racing Department  |
| <input type="checkbox"/>            | Navigable Streams Adjudication Commission                                   | <input type="checkbox"/>            | Radiation Regulatory Agency & Hearing Board                |
| <input type="checkbox"/>            | Non-Traditional Employment For Women, Governors Commission                  | <input checked="" type="checkbox"/> | Real Estate Advisory Board                                 |
| <input type="checkbox"/>            | Nursing Board   | <input checked="" type="checkbox"/> | Real Estate Department                                     |
| <input type="checkbox"/>            | Nursing Care Administrator & Adult Care Home Management, Board Of Examiners | <input type="checkbox"/>            | Regents, Arizona Board Of                                  |
| <input type="checkbox"/>            | Occupational Safety & Health Advisory Board                                 | <input type="checkbox"/>            | Rehabilitation Advisory Council, State                     |
| <input type="checkbox"/>            | Occupational Safety & Health Review Board                                   | <input checked="" type="checkbox"/> | Residential Utility Consumer Board (RUCO)                  |
| <input type="checkbox"/>            | Occupational Therapy Examiners Board  | <input type="checkbox"/>            | Respiratory Care Examiners, Board Of                       |
| <input type="checkbox"/>            | Off-Highway Vehicle Advisory Group  | <input type="checkbox"/>            | Retirement System Board, State                             |
| <input type="checkbox"/>            | Council On Offenders With Mental Impairments                                | <input type="checkbox"/>            | Retirement System Investment Advisory Council              |
| <input type="checkbox"/>            | Oil & Gas Conservation Commission   | <input checked="" type="checkbox"/> | Revenue Department   |
| <input type="checkbox"/>            | Opticians, Board Of Dispensing  | <input type="checkbox"/>            | Salary Commission, State                                   |
| <input type="checkbox"/>            | Optometry, Board Of   | <input type="checkbox"/>            | Sanitarians Council  |
| <input type="checkbox"/>            | Osteopathic Examiners, Board Of   | <input type="checkbox"/>            | School Bus Advisory Council                                |
| <input type="checkbox"/>            | Outdoor Recreation Coordinating Commission                                  | <input type="checkbox"/>            | School Capital Facilities, Board For                       |
| <input type="checkbox"/>            | Parks Board, State  | <input type="checkbox"/>            | School Performance Incentives Program Oversight Committee  |
| <input type="checkbox"/>            | Parkways & Historic & Scenic Roads Advisory Committee                       | <input type="checkbox"/>            | School To Work Council                                     |
| <input type="checkbox"/>            | Peace Officers Memorial Board   | <input checked="" type="checkbox"/> | Science & Technology Council                               |
| <input type="checkbox"/>            | Peace Officer Standards And Training Board, Arizona                         | <input checked="" type="checkbox"/> | Secretary of State   |
| <input type="checkbox"/>            | Personnel Board, State  | <input type="checkbox"/>            | Small Business Executive Council                           |
| <input type="checkbox"/>            | Pharmacy, Board Of  | <input type="checkbox"/>            | Social Work Credentialing Comm.                            |
| <input type="checkbox"/>            | Physical Therapy Examiners Board  | <input type="checkbox"/>            | Solar Energy Advisory Council                              |
| <input type="checkbox"/>            | Physicians Assistants, Joint Board Of                                       | <input type="checkbox"/>            | Space Commission   |
| <input type="checkbox"/>            | Pioneers' Home & Disabled Miners Hospital                                   | <input type="checkbox"/>            | Special Waste Best Management Practices Advisory Committee |
| <input type="checkbox"/>            | Podiatry Examiners, Board Of  | <input type="checkbox"/>            | Spinal & Head Injuries Advisory Council                    |
| <input type="checkbox"/>            | Post Secondary Education Commission   | <input type="checkbox"/>            | State Hospital Advisory Board                              |
|                                     |   | <input type="checkbox"/>            | Statewide Independent Living Council                       |

- Structural Pest Control Committee
- Student Program Investing Resources In Education Selection Committee
- Substance Abuse Counseling & Treatment Credentialing Committee
- Superintendent of Public Instruction
- Superior Court, Tax Courts & Clerks
- Supreme Court
- Tax Appeals, Board Of
- Tax Committee, Joint Legislative
- Tax Deferred Annuity & Compensation
- Technical Assistance For Small Business; Compliance Advisory Panel
- Technical Registration, Board Of
- Technology Development Authority Board Of Directors
- Tourism Advisory Council
- Tourism, Office Of
- Towing Advisory Council, Motor Vehicle
- Transportation Board, State
- Transportation Department
- Transportation Oversight Committee, Citizens
- Transportation Technical Advisory Comm.
- Treasurer, State
- Trial Court Appointments Commission Maricopa County
- Trial Court Appointments Commission-Pima County
- Unemployment Insurance Appeals Board
- Uniform State Laws, Commission On
- Universities: ASU, U Of A & NAU
- Veterans' Service Commission, Arizona
- Veterinarian, State
- Veterinary Medical Examining Board, State
- Violence Against Women, Governor's Commission On
- Vocational Education, Council Of
- Vocational & Technological Education, Board For
- Wastewater Management Authority Of Arizona, Board Of Directors
- Water Banking Authority Commission
- Water Protection Fund Commission
- Water Quality Advisory Council
- Water Quality Appeals Board
- Water Resources Advisory Board
- Water Resources Department
- Weights & Measures Department
- Western Interstate Commission For Higher Education (WICHE)
- Wine Commission, Arizona
- Women's Services, Governor's Office Of
- Worker's Compensation Wage Advisory Committee
- Work Force Recruitment & Job Training Council

Revised 4-97





State of Arizona  
**PRINCIPAL/PUBLIC BODY/LOBBYIST**  
**Record of Lobbyists - Attachment**

To be completed, attached and filed with the **Principal/Public Body Registration Application**. Additional pages may be used and attached as necessary.

Check One:  
 **PRINCIPAL**    **PUBLIC BODY**    **LOBBYIST** (not an individual)

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**PRINCIPAL/PUBLIC BODY/LOBBYIST (NOT AN INDIVIDUAL) ~ RECORD OF LOBBYISTS**

Please type or print clearly.

**COXCOM INC**

**104460**

NAME OF PRINCIPAL/PUBLIC BODY/LOBBYIST (Not an individual)

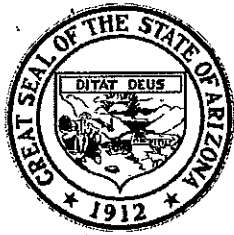
PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

NAME OF LOBBYIST Michelle Bolton		BUSINESS TELEPHONE 623-328-2026		E-MAIL ADDRESS Michelle.Bolton@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix		STATE ZIP CODE AZ 85027	
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input checked="" type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					

NAME OF LOBBYIST Steve Rizley		BUSINESS TELEPHONE 623-328-3600		E-MAIL ADDRESS Steve.Rizley@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix		STATE ZIP CODE AZ 85027	
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					

NAME OF LOBBYIST Michael Stull		BUSINESS TELEPHONE 623-328-3280		E-MAIL ADDRESS Michael.Stull@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix		STATE ZIP CODE AZ 85027	
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					

NAME OF LOBBYIST Mark DiNunzio		BUSINESS TELEPHONE 623-328-3252		E-MAIL ADDRESS Mark.Dinunzio@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix		STATE ZIP CODE AZ 85027	
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					



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PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

<b>NAME OF LOBBYIST</b> Greg Ensell		<b>BUSINESS TELEPHONE</b> 623-328-3490	<b>E-MAIL ADDRESS</b> Gregory.Ensell@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.		<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____				

<b>NAME OF LOBBYIST</b> Jonathan Babbitt		<b>BUSINESS TELEPHONE</b> 623-328-3247	<b>E-MAIL ADDRESS</b> Jonathan.Babbitt@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.		<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____				

<b>NAME OF LOBBYIST</b> Julia Bogen		<b>BUSINESS TELEPHONE</b> 623-328-3261	<b>E-MAIL ADDRESS</b> Julia.Bogen@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.		<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____				

<b>NAME OF LOBBYIST</b> Lisa Lovallo		<b>BUSINESS TELEPHONE</b> 520-867-7480	<b>E-MAIL ADDRESS</b> Lisa.Lovallo@cox.com	
<b>BUSINESS ADDRESS</b> 1440 E. 15th St.		<b>CITY</b> Tucson	<b>STATE</b> AZ	<b>ZIP CODE</b> 85701
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____				



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NAME OF PRINCIPAL/PUBLIC BODY/LOBBYIST (Not an individual)

PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

NAME OF LOBBYIST Stephanie Healy		BUSINESS TELEPHONE 520-867-7592		E-MAIL ADDRESS Stephanie.Healy@cox.com	
BUSINESS ADDRESS 1440 E. 15th St.		CITY Tucson		STATE AZ	ZIP CODE 85701
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					

NAME OF LOBBYIST Larry Hecker		BUSINESS TELEPHONE 520-798-3803		E-MAIL ADDRESS	
BUSINESS ADDRESS 405 W. Franklin-Rockwell Bldg.		CITY Tucson		STATE AZ	ZIP CODE 85701
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					

NAME OF LOBBYIST Ryan DeMenna		BUSINESS TELEPHONE 602-252-5155		E-MAIL ADDRESS Ryan@demenna.com	
BUSINESS ADDRESS 1825 W. Adams St.		CITY Phoenix		STATE AZ	ZIP CODE 85007
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					

NAME OF LOBBYIST Osborn Maledon PA		BUSINESS TELEPHONE 602-640-9000		E-MAIL ADDRESS rnelson@omlaw.com	
BUSINESS ADDRESS 2929 N. Central Ave., Twenty-First Floor		CITY Phoenix		STATE AZ	ZIP CODE 85012
TYPE OF LOBBYIST (CHECK ONLY ONE )					
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____					



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PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

<b>NAME OF LOBBYIST</b> Public Policy Partners		<b>BUSINESS TELEPHONE</b> 602-200-6777		<b>E-MAIL ADDRESS</b> John@p3gr.com	
<b>BUSINESS ADDRESS</b> 917 W. McDowell Rd.		<b>CITY</b> Phoenix		<b>STATE</b> AZ	
				<b>ZIP CODE</b> 85007	
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>					
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses			

<b>NAME OF LOBBYIST</b> Vantage Point Consulting Group		<b>BUSINESS TELEPHONE</b> 602-628-6757		<b>E-MAIL ADDRESS</b> meghaen@vantagepointcg.com	
<b>BUSINESS ADDRESS</b> 6129 N. 11th Ave.		<b>CITY</b> Phoenix		<b>STATE</b> AZ	
				<b>ZIP CODE</b> 85013	
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>					
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<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses			

<b>NAME OF LOBBYIST</b> Susan Bitter Smith		<b>BUSINESS TELEPHONE</b> 602-955-4122		<b>E-MAIL ADDRESS</b> Susan@azcable.org	
<b>BUSINESS ADDRESS</b> 4350 E. Camelback Rd., Ste. G-200		<b>CITY</b> Phoenix		<b>STATE</b> AZ	
				<b>ZIP CODE</b> 85018	
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>					
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses			

<b>NAME OF LOBBYIST</b>		<b>BUSINESS TELEPHONE</b>		<b>E-MAIL ADDRESS</b>	
<b>BUSINESS ADDRESS</b>		<b>CITY</b>		<b>STATE</b>	
				<b>ZIP CODE</b>	
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>					
<input type="checkbox"/> Lobbyist for Compensation		<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input type="checkbox"/> Out Of Pocket Expenses			



State of Arizona  
**PRINCIPAL/PUBLIC BODY**  
**CHANGE DESIGNATED LOBBYIST/**  
**DESIGNATED PUBLIC LOBBYIST**  
**File with: Arizona Secretary of State Ken Bennett**  
 Attention: Election Services Division  
 1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007  
 (602) 542-8683 (800) 458-5842 (within Arizona)  
 Website: www.azsos.gov

SECRETARY OF STATE

2013 JAN 14 PM 2:52

FOR OFFICE USE ONLY - REV. 12/01/10

**CHANGE DESIGNATED LOBBYIST/ DESIGNATED PUBLIC LOBBYIST ~ A.R.S. §§ 41-1232 (C), 41-1232.01 (C)**

COXCOM INC

104460

NAME OF PRINCIPAL/PUBLIC BODY

PRINCIPAL/PUBLIC BODY ID #

NEW DESIGNATED LOBBYIST/DESIGNATED PUBLIC LOBBYIST <b>Susan Anable</b>		LOBBYIST ID NUMBER <b>3603102</b>	
BUSINESS ADDRESS <b>1550 W. Deer Valley Rd.</b>	CITY <b>Phoenix</b>	STATE <b>AZ</b>	ZIP CODE <b>85027</b>
E-MAIL ADDRESS <b>Susan.Anable@cox.com</b>		BUSINESS TELEPHONE <b>623-328-3254</b>	BUSINESS FAX <b>623-328-3580</b>
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)			
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____			

PREVIOUS DESIGNATED LOBBYIST OR DESIGNATED PUBLIC LOBBYIST <b>Ivan Johnson</b>	E-MAIL ADDRESS <b>Ivan.Johnson@cox.com</b>
PREVIOUS LOBBYIST ID# <b>3501301</b>	

STATE OF Arizona )  
 COUNTY OF Maricopa ) ss

I, the undersigned, being duly sworn state that this Principal / Public Body Registration Amendment is complete, and that to the best of my knowledge and belief the information above is true and correct.

Susan Anable  
 Printed Name of Designated Lobbyist/Designated Public Lobbyist

Susan Anable  
 Signature of Designated Lobbyist/Designated Public Lobbyist

SUBSCRIBED AND SWORN TO (Affirmed) before me on the 10 of January, 2013

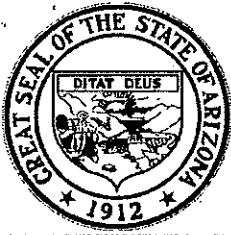
Sept. 30, 2015  
 My Commission Expires

Kim Monroe  
 Notary Public

(affix seal)



*JB*



State of Arizona

**PRINCIPAL/PUBLIC BODY AMENDMENT  
ADD/REMOVE LOBBYISTS & EMPLOYEES**

File with: Arizona Secretary of State Ken Bennett

Attention: Election Services Division

1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007

(602) 542-8683 (800) 458-5842 (within Arizona)

Website: www.azsos.gov

 R. ...  
 SECRETARY OF STATE

2013 JAN 14 PM 2:52

Attach additional pages if necessary. Use second page to remove lobbyist or employee from principal/public body registration record.

Check One

 PRINCIPAL PUBLIC BODY

FOR OFFICE USE ONLY - REV. 12/01/10

**PRINCIPAL/PUBLIC BODY REGISTRATION AMENDMENT ~ A.R.S. § 41-1232 (C)**

COXCOM INC

104460

NAME OF PRINCIPAL/PUBLIC BODY

PRINCIPAL/PUBLIC BODY ID #

 ADD THE FOLLOWING:

USE SECOND PAGE TO REMOVE LOBBYIST OR EMPLOYEE FROM PRINCIPAL/PUBLIC BODY REGISTRATION RECORD

<b>NAME OF LOBBYIST</b> Michelle Bolton	<b>BUSINESS TELEPHONE #</b> 623-328-2026	<b>E-MAIL ADDRESS</b> Michelle.Bolton@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>			
<input checked="" type="checkbox"/> Lobbyist for Compensation		<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist	
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses	
<b>NAME OF LOBBYIST</b> Jonathan Babbitt	<b>BUSINESS TELEPHONE #</b> 623-328-3247	<b>E-MAIL ADDRESS</b> Jonathan.Babbitt@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>			
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist	
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses	
<b>NAME OF LOBBYIST</b> Julia Bogen	<b>BUSINESS TELEPHONE #</b> 623-328-3261	<b>E-MAIL ADDRESS</b> Julia.Bogen@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>			
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist	
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses	
<b>NAME OF LOBBYIST</b> Stephanie Healy	<b>BUSINESS TELEPHONE #</b> 520-867-7592	<b>E-MAIL ADDRESS</b> Stephanie.Healy	
<b>BUSINESS ADDRESS</b> 1440 E. 15th St.	<b>CITY</b> Tucson	<b>STATE</b> AZ	<b>ZIP CODE</b> 85701
<b>TYPE OF LOBBYIST (CHECK ONLY ONE )</b>			
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist	
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses	



State of Arizona

**PRINCIPAL/PUBLIC BODY AMENDMENT****ADD/REMOVE LOBBYISTS & EMPLOYEES**

File with: Arizona Secretary of State Ken Bennett

Attention: Election Services Division

1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007

(602) 542-8683 (800) 458-5842 (within Arizona)

Website: www.azsos.gov

Check One

 PRINCIPAL PUBLIC BODY

SECRETARY OF STATE

2013 JAN 14 PM 2:52

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Attach additional pages if necessary. Use second page to remove lobbyist or employee from principal/public body registration record.

**PRINCIPAL/PUBLIC BODY REGISTRATION AMENDMENT ~ A.R.S. § 41-1232 (C)**

COXCOM INC

104460

NAME OF PRINCIPAL/PUBLIC BODY

PRINCIPAL/PUBLIC BODY ID #

 **ADD THE FOLLOWING:**

USE SECOND PAGE TO REMOVE LOBBYIST OR EMPLOYEE FROM PRINCIPAL/PUBLIC BODY REGISTRATION RECORD

<b>NAME OF LOBBYIST</b> Ryan DeMenna	<b>BUSINESS TELEPHONE #</b> 602-252-5155	<b>E-MAIL ADDRESS</b> ryan@demenna.com	
<b>BUSINESS ADDRESS</b> 1825 W. Adams St.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85007
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation			
<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals			
<input type="checkbox"/> Travel			
<input type="checkbox"/> Lodging			
<input checked="" type="checkbox"/> Out Of Pocket Expenses			
<input type="checkbox"/> Other (Please describe) _____			

<b>NAME OF LOBBYIST</b> Vantage Point Consulting Group	<b>BUSINESS TELEPHONE #</b> 602-628-6757	<b>E-MAIL ADDRESS</b> meghaen@vantagepointcg.com	
<b>BUSINESS ADDRESS</b> 6129 N. 11th Ave.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85013
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation			
<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals			
<input type="checkbox"/> Travel			
<input type="checkbox"/> Lodging			
<input checked="" type="checkbox"/> Out Of Pocket Expenses			
<input type="checkbox"/> Other (Please describe) _____			

<b>NAME OF LOBBYIST</b>	<b>BUSINESS TELEPHONE #</b>	<b>E-MAIL ADDRESS</b>	
<b>BUSINESS ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation			
<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals			
<input type="checkbox"/> Travel			
<input type="checkbox"/> Lodging			
<input type="checkbox"/> Out Of Pocket Expenses			
<input type="checkbox"/> Other (Please describe) _____			

<b>NAME OF LOBBYIST</b>	<b>BUSINESS TELEPHONE #</b>	<b>E-MAIL ADDRESS</b>	
<b>BUSINESS ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation			
<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals			
<input type="checkbox"/> Travel			
<input type="checkbox"/> Lodging			
<input type="checkbox"/> Out Of Pocket Expenses			
<input type="checkbox"/> Other (Please describe) _____			

**CHANGE LIST OF LOBBYISTS AND EMPLOYEES**

COXCOM INC

104460

NAME OF PRINCIPAL OR PUBLIC BODY *SECRETARY OF STATE*

PRINCIPAL OR PUBLIC BODY ID #

REMOVE THE FOLLOWING:

2013 JAN 14 PM 2:52

NAME OF LOBBYIST <del>Bob Janus</del>	LOBBYIST ID # 3607475
--	--------------------------

TYPE OF LOBBYIST (CHECK ONLY ONE )	
<input type="checkbox"/> Lobbyist for Compensation	<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

NAME OF LOBBYIST <del>Kevin Moran</del>	LOBBYIST ID # 3601750
--	--------------------------

TYPE OF LOBBYIST (CHECK ONLY ONE )	
<input type="checkbox"/> Lobbyist for Compensation	<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

NAME OF LOBBYIST <del>Allen Chapa</del>	LOBBYIST ID # 3608711
--	--------------------------

TYPE OF LOBBYIST (CHECK ONLY ONE )	
<input type="checkbox"/> Lobbyist for Compensation	<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

NAME OF LOBBYIST	LOBBYIST ID #
------------------	---------------

TYPE OF LOBBYIST (CHECK ONLY ONE )	
<input type="checkbox"/> Lobbyist for Compensation	<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

NAME OF LOBBYIST	LOBBYIST ID #
------------------	---------------

TYPE OF LOBBYIST (CHECK ONLY ONE )	
<input type="checkbox"/> Lobbyist for Compensation	<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

NAME OF LOBBYIST	LOBBYIST ID #
------------------	---------------

TYPE OF LOBBYIST (CHECK ONLY ONE )	
<input type="checkbox"/> Lobbyist for Compensation	<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

STATE OF Arizona )  
 COUNTY OF Maricopa ) SS

I, the undersigned, being duly sworn state that this Principal / Public Body Amendment is complete, and that to the best of my knowledge and belief the information above is true and correct.

Susan Anable  
 Printed Name of Designated Lobbyist/Designated Public Lobbyist

Susan Anable  
 Signature of Designated Lobbyist/Designated Public Lobbyist

SUBSCRIBED AND SWORN TO (Affirmed) before me on the 10 of January, 2013

Sept. 30, 2015  
 My Commission Expires

Kim Monroe  
 Notary Public

(affix seal)



APP0552

*JB*






# CURRENT LOBBYIST & EMPLOYEE REGISTRATIONS FOR PRINCIPAL/PUBLIC BODY

As of November 25, 2014 for term 2015 - 2016

PRN ID	TYPE	NAME	ADDRESS
104461	PRN	COX COMMUNICATIONS ARIZONA, LLC	1550 W DEER VALLEY RD PHOENIX AZ 85027-
LOB ID	TYPE	LOBBYIST/EMPLOYEE NAME	LOBBYIST/EMPLOYEE ADDRESS
3603102	DL	ANABLE, SUSAN	1550 W DEER VALLEY RD PHOENIX AZ 85027
3601569	LFC	BOLTON, MICHELLE F	201 N CENTRAL AVE FL 27 PHOENIX AZ 85004-
3609525	AL	BABBITT, JONATHAN	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3609526	AL	BOGEN, JULIA	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3106114	AL	DINUNZIO, MARK	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3604252	AL	ENSELL, GREG	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3609527	AL	HEALY, STEPHANIE	1440 E 15TH ST TUCSON AZ 85701-
3607414	AL	LOVALLO, LISA	1440 E 15TH STREET TUCSON AZ 85719-
3106023	AL	OSBORN MALEDON PA	2929 N CENTRAL AVE FL 21ST PHOENIX AZ 85012
	EMP	HAMMOND, LARRY A	
	EMP	NELSON, RANDALL C	
	EMP	PISARUK, NANCY	
	EMP	STOOKEY, JOHN A	
	EMP	STURR, GEOFFREY	
3601673	AL	PUBLIC POLICY PARTNERS	917 W MCDOWELL RD PHOENIX AZ 85007-
	EMP	DELL'ARTINO, MEGHAEN	
	EMP	HANNA, GRANT	
	EMP	INGALLS, STACY	
	EMP	KAITES, JOHN P	
	EMP	MCCALLISTER, DIANNE	
	EMP	ZERBE, BRAD	
3602147	AL	RIZLEY, STEVE	1550 WEST DEER VALLEY ROAD PHOENIX AZ 85027
3100137	AL	SMITH, SUSAN BITTER	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018
3606052	AL	STULL, MICHAEL	1550 WEST DEER VALLEY RD PHOENIX AZ 85027-

SECRETARY OF STATE  
 2014 DEC 22 PM 1:09

I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

  
 \_\_\_\_\_  
 Signature of Designated / Designated Public Lobbyist

STATE OF ARIZONA )  
 ) ss  
 COUNTY OF MARICOPA )

SUBSCRIBED AND SWORN TO (Affirmed) before me this 19<sup>th</sup> day of DECEMBER, 2014

OCT 14, 2016  
 My Commission Expires

  
 \_\_\_\_\_  
 Notary Public

DC



State of Arizona
PRINCIPAL/PUBLIC BODY REGISTRATION
Initial/Renewal Application for Lobbying

File with: Arizona Secretary of State Ken Bennett
Attention: Election Services Division
1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007
(602) 542-8683 (800) 458-5842 (within Arizona)
Website: www.azsos.gov

SECRETARY OF STATE
2013 JAN 14 PM 2:53

Please fill out both sides of this form. File this form between Dec. 1 of every even-numbered year through the second Monday of January of every odd-numbered year.

Check One
[ ] INITIAL
[X] RENEWAL

FOR OFFICE USE ONLY - REV. 12/01/10

PRINCIPAL/PUBLIC BODY REGISTRATION ~ A.R.S. §§ 41-1232 AND 41-1232.01

Please type or print clearly.

NOTICE: A Principal/Public Body must file an amended registration reporting any change in the information prescribed on this form within five business days. See A.R.S. § 41-1232(C). Use Amendment Form to file an amended registration.

Check One: [X] PRINCIPAL [ ] PUBLIC BODY

Form with fields for P/PB ID NUMBER (104461), E-Mail Address of Contact Person (Jonathan.Babbitt@cox.com), NAME OF PRINCIPAL/PUBLIC BODY (Cox Communications Arizona, LLC), BUSINESS TELEPHONE (623-328-3247), BUSINESS FAX (623-328-3580), BUSINESS ADDRESS (1550 W. Deer Valley Rd.), CITY (Phoenix), STATE (AZ), ZIP CODE (85027), DESIGNATED LOBBYIST (Susan Anable), BUSINESS TELEPHONE (623-328-3254), E-MAIL ADDRESS (Susan.Anable@cox.com), BUSINESS ADDRESS (1550 W. Deer Valley Rd.), CITY (Phoenix), STATE (AZ), ZIP CODE (85027).

PRINCIPALS ONLY

Please explain the nature of the primary business or activity, issue, interest, or purpose of the principal:
Telecommunications

Term of engagement of designated lobbyist: [X] Indefinite 01/14/2013 2:26PM 000003 #4427
[ ] From \_\_\_\_\_ to \_\_\_\_\_ #111 ROBERTA

List the state entities the lobbyist has been engaged or designated by the principal to lobby, including the legislature and state agencies, boards, commissions or councils (or attach list if necessary):

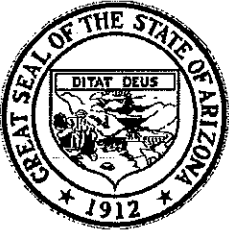
List Attached

PRINCIPALS AND PUBLIC BODIES

Expenses for which designated lobbyist/designated public lobbyist is to be reimbursed:
(Check all that apply)
[ ] Meals [ ] Lodging
[ ] Travel [X] Out of Pocket Expenses
[ ] Other (Please describe) \_\_\_\_\_

\* The Principal is responsible for filing all required reports until termination papers are filed with the Secretary of State.

B



State of Arizona  
**PRINCIPAL/PUBLIC BODY REGISTRATION**  
Initial and Renewal Application for Lobbying  
Page 2

SECRETARY OF STATE

2013 JUN 14 PM 2:53

**YOUR REGISTRATION CANNOT BE ACCEPTED WITHOUT THE FOLLOWING DOCUMENTS**

- Current list of Lobbyists for Compensation, Authorized Lobbyist and Employees who are retained or represent the Principal/Public Body.
- \$25.00 check (payable to Arizona Secretary of State)

STATE OF Arizona )  
COUNTY OF Maricopa ) SS

I, the undersigned, being duly sworn state that this Principal/Public Body Registration is complete, and that to the best of my knowledge and belief the information above is true and correct.

Susan Anable  
Printed Name of Lobbyist

Susan Anable  
Signature of Lobbyist

SUBSCRIBED AND SWORN TO (Affirmed) before me on the 10 of January, 2013

Sept. 30, 2015  
My Commission Expires

Kim Monroe  
Notary Public

(affix seal)



AGENCY LIST

SECRETARY OF STATE

**Cox Communications Arizona, LLC**

**104461**

2013 JUN 14 PM 2:53

**Name of Principal**

**Principal ID #**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Arizona Legislature  | <input type="checkbox"/> Climate Committee, State   |
| <input type="checkbox"/> Accountancy, Board Of   | <input type="checkbox"/> Coliseum & Exposition Center Board   |
| <input type="checkbox"/> Administration, Department Of   | <input type="checkbox"/> Commerce, Department Of  |
| <input type="checkbox"/> Aging, Advisory Council On  | <input type="checkbox"/> Commerce & Economic Development Commission   |
| <input type="checkbox"/> Agriculture Advisory Council  | <input type="checkbox"/> Communicable Disease Advisory Council  |
| <input type="checkbox"/> Agriculture, Department Of  | <input checked="" type="checkbox"/> Community Colleges Board Of Directors   |
| <input type="checkbox"/> Agriculture Employment Relations Board                                  | <input type="checkbox"/> Conservation Corps Commission  |
| <input type="checkbox"/> AHCCCS  | <input type="checkbox"/> Constitutional Defense Council   |
| <input type="checkbox"/> Air Pollution Control Hearing Board                                     | <input checked="" type="checkbox"/> Contractors, Arizona Registrar Of   |
| <input type="checkbox"/> Allopathic Board Of Medical Examiners                                   | <input checked="" type="checkbox"/> Corporation Commission  |
| <input type="checkbox"/> Alzheimer's Disease Treatment Demonstration Project Oversight Committee | <input type="checkbox"/> Corrections, Department Of   |
| <input type="checkbox"/> Americans With Disabilities   | <input type="checkbox"/> Corrections (Department Of) Officer Retirement Plan (CORP) Local Board                           |
| <input type="checkbox"/> Appellate Court Appointments Commission                                 | <input type="checkbox"/> Corrections (Department Of) Venture Team   |
| <input type="checkbox"/> Appraisal, Board Of   | <input type="checkbox"/> Corrections Officer Retirement Plan Local Board (Department Of Youth Treatment & Rehabilitation) |
| <input type="checkbox"/> Apprenticeship Advisory Council   | <input type="checkbox"/> Cosmetology, Board Of  |
| <input type="checkbox"/> Archeology Advisory Commission  | <input type="checkbox"/> Cotton Research & Protection Council   |
| <input type="checkbox"/> Arthritis & Musculo-Skeletal Disease Advisory Council                   | <input type="checkbox"/> Counseling Credentialing Committee   |
| <input type="checkbox"/> Arts, Commission On The   | <input type="checkbox"/> County Fairs, Livestock & Agriculture Promo Board  |
| <input checked="" type="checkbox"/> Attorney General   | <input checked="" type="checkbox"/> Court Of Appeals  |
| <input type="checkbox"/> Auditor General   | <input type="checkbox"/> Court of Military Appeals  |
| <input type="checkbox"/> Automation Oversight Committee  | <input type="checkbox"/> Criminal Justice Commission  |
| <input type="checkbox"/> Automobile Theft Prevention Authority                                   | <input type="checkbox"/> Deaf & Blind, Arizona State Schools For  |
| <input type="checkbox"/> Arizona Consumers Council   | <input type="checkbox"/> Dental Examiners, Board Of   |
| <input type="checkbox"/> Arizona Mexico Commission   | <input type="checkbox"/> Department Economic Security Venture Team Board  |
| <input type="checkbox"/> Banking Department  | <input type="checkbox"/> Developmental Disabilities Advisory Council  |
| <input type="checkbox"/> Barbers, Arizona Board Of   | <input type="checkbox"/> Developmental Disabilities Council, Governor's   |
| <input type="checkbox"/> Baseball Commission   | <input type="checkbox"/> Disease Control Research Commission  |
| <input type="checkbox"/> Beef Council, Arizona   | <input type="checkbox"/> Dispensing Opticians Board   |
| <input type="checkbox"/> Behavioral Health Examiners & Credentialing Committee                   | <input type="checkbox"/> Drug & Gang Enforcement Task Force   |
| <input type="checkbox"/> Blindness & Visual Impairment, Governor's Council                       | <input type="checkbox"/> Drug & Gang Policy Council, Arizona  |
| <input type="checkbox"/> Boxing Commission, State  | <input type="checkbox"/> DUI Advisory Council   |
| <input type="checkbox"/> Building & Fire Safety Department                                       | <input type="checkbox"/> Drug Policy Council  |
| <input type="checkbox"/> Charter Schools, State Board For  | <input type="checkbox"/> Earthquake Safety, Arizona Council For   |
| <input type="checkbox"/> Children's Behavioral Health Council                                    | <input type="checkbox"/> Economic Estimates Commission  |
| <input type="checkbox"/> Children, Advisory Council To The Governor's Office Of                  | <input type="checkbox"/> Economic Security Advisory Council   |
| <input type="checkbox"/> Chiropractic Examiners Board  | <input type="checkbox"/> Economic Security, Department Of   |
| <input type="checkbox"/> Citrus, Fruit & Vegetable Advisory Council                              | <input type="checkbox"/> Education Commission Of The States   |
| <input type="checkbox"/> Citrus Research Council   | <input checked="" type="checkbox"/> Education, Department Of  |
| <input type="checkbox"/> Civil Rights Advisory Board   | <input checked="" type="checkbox"/> Education, State Board Of   |

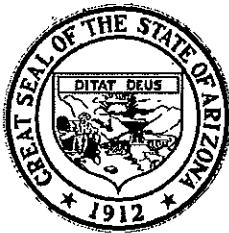
- Education, Private Postsecondary
- Educational System For Youth In Prison
- Emergency Council, Arizona
- Emergency Medical Services Council
- Emergency & Military Affairs Department
- Emergency Response Commission
- Employment & Training Council
- Employment Of People With Disabilities, Governor's Committee
- Environmental Quality, Department Of
- Environmental Education Advisory Council
- Equalization, Board Of
- Equal Opportunity, Governor's Office Of
- Executive Clemency, Board Of
- Family Friendly Task Force
- Federal Surplus Property Advisory Council
- Fertilizer, Best Management Advisory Committee For Nitrogen
- Film & Television Advisory Board
- Fire Marshal
- Firefighters & Emergency Paramedics Memorial Board
- Firefighters, Study Commission On Cancer In Professional
- Fire Safety Committee, State
- Four Corners Heritage Council
- Full Employment Demonstration Project (JOBSTART)
- Funeral Directors & Embalmers, Board Of
- Game & Fish Commission
- Game & Fish Department
- Gaming Department
- Geographic Information Council, Arizona
- Geographic & Historic Names Board
- Geological Survey
- Geologists, State
- Government Information Technology Agency
- Governor
- Governor's Regulatory Review Council
- Grain Research & Promotion Council
- Grand Canyon Airport Commission, Governor's
- Grazing Land Valuation Commission
- Groundwater Users Advisory Council
- Head Start Collaborative Study Committee
- Health Facilities Authority Board
- Health, Physical Fitness & Sports Council
- Health Services, Department Of
- Hearing Impaired, Arizona Council For
- Hearing Impaired Children Advisory Commission ("Never Too Young")
- Highway Safety Representative, Governor's
- Highway & Traffic Safety Advisory Task Force
- Historical Advisory Commission
- Historical Records Advisory Board
- Homeless Trust Fund Oversight Committee
- Homeopathic Medical Examiners Board
- Humanities, Arizona Council Of
- Human Resource Investment
- Hunger, Governor's Council On
- Iceberg Lettuce Research Council
- Indian Affairs, Commission On
- Indian Health Care, Advisory Council On
- Industrial Commission Of Arizona
- Industrial Commission Investment Committee
- Insurance Guaranty Fund Board: Life & Disability
- Insurance Guaranty Fund Board: Property & Casualty
- Insurance, Department Of
- Interagency Coordinating Council For Infants & Toddlers
- International Development Authority Board Of Directors
- Investment Committee For Industrial Commission Resources
- Joint Committee On Capital Review
- Joint Legislative Audit Committee
- Joint Legislative Budget Committee
- Judicial Conduct Commission
- Juvenile Corrections Department
- Juvenile Education System Board
- Juvenile Justice Advisory Council
- Juvenile Corrections Dept, Corrections Officers Retirement Plan
- Land Commissioner, State
- Land Department, Board Of Appeals
- Law Enforcement Merit System Council
- Legislative Council
- Legislative Ethics Committee
- Legislative Governmental Mall Commission
- Lettuce Research Council
- Library, Archives & Public Records, Department Of
- Library Examiners Board
- Liquor Board, State
- Liquor Licenses & Control Department
- Livestock & Agriculture Committee
- Long Term Care Services Review Committee

- Lottery Commission, Arizona State
- Manufactured Housing, Board Of
- Marriage & Family Therapy Credentialing Committee
- Medical Direction Commission
- Medical Examiners, State Board Of
- Medical Radiologic Technology Examiners Board
- Medical Review Program
- Medical Student Loans Board
- Military Facilities Study Commission
- Mine Inspector
- Mines & Mineral Resources Department
- Mines & Mineral Resources Department, Governor's Board Of
- Motor Vehicle Department
- Municipal Tax Code Commission
- National & Community Service Commission
- Native American Indian Veterans' Memorial Board
- Naturopathic Physicians Board Of Medical Examiners
- Navigable Streams Adjudication Commission
- Non-Traditional Employment For Women, Governors Commission
- Nursing Board
- Nursing Care Administrator & Adult Care Home Management, Board Of Examiners
- Occupational Safety & Health Advisory Board
- Occupational Safety & Health Review Board
- Occupational Therapy Examiners Board
- Off-Highway Vehicle Advisory Group
- Council On Offenders With Mental Impairments
- Oil & Gas Conservation Commission
- Opticians, Board Of Dispensing
- Optometry, Board Of
- Osteopathic Examiners, Board Of
- Outdoor Recreation Coordinating Commission
- Parks Board, State
- Parkways & Historic & Scenic Roads Advisory Committee
- Peace Officers Memorial Board
- Peace Officer Standards And Training Board, Arizona
- Personnel Board, State
- Pharmacy, Board Of
- Physical Therapy Examiners Board
- Physicians Assistants, Joint Board Of
- Pioneers' Home & Disabled Miners Hospital
- Podiatry Examiners, Board Of
- Post Secondary Education Commission
- Power Authority Commission, Arizona
- Power Plant & Transmission Line Siting Committee
- Private Enterprise Review Board
- Procurement Office
- Property & Casualty Insurance Guaranty Fund Board
- Property Tax Appeals
- Property Tax Limit Oversight Commission
- Prosecuting Attorneys Advisory Council, Arizona
- Psychiatric Security Review Board
- Psychologist Examiners, Board Of
- Public Safety, Department Of
- Public Safety Personnel Retirement System, Fund MGRS
- Public Safety Personnel Local Boards
- Public Safety Personnel Local Retirement Local Boards
- Quality, Governor's Advisory Council
- Racing Commission
- Racing Department
- Radiation Regulatory Agency & Hearing Board
- Real Estate Advisory Board
- Real Estate Department
- Regents, Arizona Board Of
- Rehabilitation Advisory Council, State
- Residential Utility Consumer Board (RUCO)
- Respiratory Care Examiners, Board Of
- Retirement System Board, State
- Retirement System Investment Advisory Council
- Revenue Department
- Salary Commission, State
- Sanitarians Council
- School Bus Advisory Council
- School Capital Facilities, Board For
- School Performance Incentives Program Oversight Committee
- School To Work Council
- Science & Technology Council
- Secretary of State
- Small Business Executive Council
- Social Work Credentialing Comm.
- Solar Energy Advisory Council
- Space Commission
- Special Waste Best Management Practices Advisory Committee
- Spinal & Head Injuries Advisory Council
- State Hospital Advisory Board
- Statewide Independent Living Council

- Structural Pest Control Committee
- Student Program Investing Resources In Education
- Selection Committee
- Substance Abuse Counseling & Treatment
- Credentialing Committee
- Superintendent of Public Instruction
- Superior Court, Tax Courts & Clerks
- Supreme Court
- Tax Appeals, Board Of
- Tax Committee, Joint Legislative
- Tax Deferred Annuity & Compensation
- Technical Assistance For Small Business; Compliance Advisory Panel
- Technical Registration, Board Of
- Technology Development Authority Board Of Directors
- Tourism Advisory Council
- Tourism, Office Of
- Towing Advisory Council, Motor Vehicle
- Transportation Board, State
- Transportation Department
- Transportation Oversight Committee, Citizens
- Transportation Technical Advisory Comm.
- Treasurer, State
- Trial Court Appointments Commission Maricopa County
- Trial Court Appointments Commission-Pima County
- Unemployment Insurance Appeals Board
- Uniform State Laws, Commission On
- Universities: ASU, U Of A & NAU
- Veterans' Service Commission, Arizona
- Veterinarian, State
- Veterinary Medical Examining Board, State
- Violence Against Women, Governor's Commission On
- Vocational Education, Council Of
- Vocational & Technological Education, Board For
- Wastewater Management Authority Of Arizona, Board Of Directors
- Water Banking Authority Commission
- Water Protection Fund Commission
- Water Quality Advisory Council
- Water Quality Appeals Board
- Water Resources Advisory Board
- Water Resources Department
- Weights & Measures Department
- Western Interstate Commission For Higher Education (WICHE)
- Wine Commission, Arizona
- Women's Services, Governor's Office Of
- Worker's Compensation Wage Advisory Committee
- Work Force Recruitment & Job Training Council

Revised 4-97





State of Arizona

PRINCIPAL/PUBLIC BODY/LOBBYIST

Record of Lobbyists - Attachment

To be completed, attached and filed with the Principal/Public Body Registration Application. Additional pages may be used and attached as necessary.

Check One:
[X] PRINCIPAL [ ] PUBLIC BODY [ ] LOBBYIST (not an individual)

DO NOT WRITE IN THIS SPACE
SECRETARY OF STATE
2013 JAN 14 PM 2:53
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PRINCIPAL/PUBLIC BODY/LOBBYIST (NOT AN INDIVIDUAL) ~ RECORD OF LOBBYISTS

Please type or print clearly.

Cox Communications Arizona, LLC

104461

NAME OF PRINCIPAL/PUBLIC BODY/LOBBYIST (Not an individual)

PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

Form for Michelle Bolton: NAME OF LOBBYIST, BUSINESS TELEPHONE, E-MAIL ADDRESS, BUSINESS ADDRESS, CITY, STATE, ZIP CODE, TYPE OF LOBBYIST, EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED.

Form for Steve Rizley: NAME OF LOBBYIST, BUSINESS TELEPHONE, E-MAIL ADDRESS, BUSINESS ADDRESS, CITY, STATE, ZIP CODE, TYPE OF LOBBYIST, EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED.

Form for Michael Stull: NAME OF LOBBYIST, BUSINESS TELEPHONE, E-MAIL ADDRESS, BUSINESS ADDRESS, CITY, STATE, ZIP CODE, TYPE OF LOBBYIST, EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED.

Form for Mark DiNunzio: NAME OF LOBBYIST, BUSINESS TELEPHONE, E-MAIL ADDRESS, BUSINESS ADDRESS, CITY, STATE, ZIP CODE, TYPE OF LOBBYIST, EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED.

Handwritten signature/initials



State of Arizona  
**PRINCIPAL/PUBLIC BODY/LOBBYIST**  
**Record of Lobbyists - Attachment**

To be completed, attached and filed with the **Principal/Public Body Registration Application**. Additional pages may be used and attached as necessary.

Check One:  
 **PRINCIPAL**    **PUBLIC BODY**    **LOBBYIST** (not an individual)

DO NOT WRITE IN THIS SPACE

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**PRINCIPAL/PUBLIC BODY/LOBBYIST (NOT AN INDIVIDUAL) ~ RECORD OF LOBBYISTS**

Please type or print clearly.

**Cox Communications Arizona, LLC**

**104461**

NAME OF PRINCIPAL/PUBLIC BODY/LOBBYIST (Not an individual)

PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

<b>NAME OF LOBBYIST</b> Greg Ensell	<b>BUSINESS TELEPHONE</b> 623-328-3490	<b>E-MAIL ADDRESS</b> Gregory.Ensell@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____			

<b>NAME OF LOBBYIST</b> Jonathan Babbitt	<b>BUSINESS TELEPHONE</b> 623-328-3247	<b>E-MAIL ADDRESS</b> Jonathan.Babbitt@cox.com	
<b>BUSINESS ADDRESS</b> 550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____			

<b>NAME OF LOBBYIST</b> Julia Bogen	<b>BUSINESS TELEPHONE</b> 623-328-3261	<b>E-MAIL ADDRESS</b> Julia.Bogen@cox.com	
<b>BUSINESS ADDRESS</b> 1550 W. Deer Valley Rd.	<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85027
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____			

<b>NAME OF LOBBYIST</b> Lisa Lovallo	<b>BUSINESS TELEPHONE</b> 520-867-7480	<b>E-MAIL ADDRESS</b> Lisa.Lovallo@cox.com	
<b>BUSINESS ADDRESS</b> 1440 E. 15th St.	<b>CITY</b> Tucson	<b>STATE</b> AZ	<b>ZIP CODE</b> 85701
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>			
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____			
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>			
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____			

APP0562

*Handwritten mark resembling the letter 'B' or a signature.*



State of Arizona  
**PRINCIPAL/PUBLIC BODY/LOBBYIST**  
**Record of Lobbyists - Attachment**

To be completed, attached and filed with the **Principal/Public Body Registration Application**. Additional pages may be used and attached as necessary.

Check One:  
 **PRINCIPAL**    **PUBLIC BODY**    **LOBBYIST** (not an individual)

SECRETARY OF STATE

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**PRINCIPAL/PUBLIC BODY/LOBBYIST (NOT AN INDIVIDUAL) - RECORD OF LOBBYISTS**

Please type or print clearly.

**Cox Communications Arizona, LLC**

**104461**

NAME OF PRINCIPAL/PUBLIC BODY/LOBBYIST (Not an individual)

PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

<b>NAME OF LOBBYIST</b> Stephanie Healy		<b>BUSINESS TELEPHONE</b> 520-867-7592	<b>E-MAIL ADDRESS</b> Stephanie.Healy@cox.com	
<b>BUSINESS ADDRESS</b> 1440 E. 15th St.		<b>CITY</b> Tucson	<b>STATE</b> AZ	<b>ZIP CODE</b> 85701
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>				
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist		
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging	<input checked="" type="checkbox"/> Out Of Pocket Expenses
<input type="checkbox"/> Other (Please describe) _____				

<b>NAME OF LOBBYIST</b> Larry Hecker		<b>BUSINESS TELEPHONE</b> 520-798-3803	<b>E-MAIL ADDRESS</b>	
<b>BUSINESS ADDRESS</b> 405 W. Franklin-Rockwell Bldg.		<b>CITY</b> Tucson	<b>STATE</b> AZ	<b>ZIP CODE</b> 85701
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>				
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist		
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging	<input checked="" type="checkbox"/> Out Of Pocket Expenses
<input type="checkbox"/> Other (Please describe) _____				

<b>NAME OF LOBBYIST</b> Ryan DeMenna		<b>BUSINESS TELEPHONE</b> 602-252-5155	<b>E-MAIL ADDRESS</b> Ryan@demenna.com	
<b>BUSINESS ADDRESS</b> 1825 W. Adams St.		<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85007
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>				
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist		
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging	<input checked="" type="checkbox"/> Out Of Pocket Expenses
<input type="checkbox"/> Other (Please describe) _____				

<b>NAME OF LOBBYIST</b> Osborn Maledon PA		<b>BUSINESS TELEPHONE</b> 602-640-9000	<b>E-MAIL ADDRESS</b> rnelson@omlaw.com	
<b>BUSINESS ADDRESS</b> 2929 N. Central Ave., Twenty-First Floor		<b>CITY</b> Phoenix	<b>STATE</b> AZ	<b>ZIP CODE</b> 85012
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b>				
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist		
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
<b>EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)</b>				
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel	<input type="checkbox"/> Lodging	<input checked="" type="checkbox"/> Out Of Pocket Expenses
<input type="checkbox"/> Other (Please describe) _____				



State of Arizona  
**PRINCIPAL/PUBLIC BODY/LOBBYIST**  
**Record of Lobbyists - Attachment**

To be completed, attached and filed with the **Principal/Public Body Registration Application**. Additional pages may be used and attached as necessary.

Check One:  
 **PRINCIPAL**    **PUBLIC BODY**    **LOBBYIST** (not an individual)

SECRETARY OF STATE

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**PRINCIPAL/PUBLIC BODY/LOBBYIST (NOT AN INDIVIDUAL) ~ RECORD OF LOBBYISTS**

Please type or print clearly.

**Cox Communications Arizona, LLC**

**104461**

NAME OF PRINCIPAL/PUBLIC BODY/LOBBYIST (Not an individual)

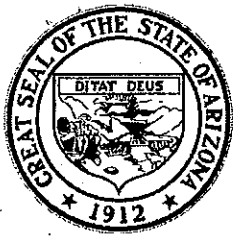
PRINCIPAL/PUBLIC BODY/LOBBYIST ID #

NAME OF LOBBYIST Public Policy Partners		BUSINESS TELEPHONE 602-200-6777		E-MAIL ADDRESS John@p3gr.com	
BUSINESS ADDRESS 917 W. McDowell Rd.		CITY Phoenix		STATE ZIP CODE AZ 85007	
TYPE OF LOBBYIST (CHECK ONLY ONE)					
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses			

NAME OF LOBBYIST Vantage Point Consulting Group		BUSINESS TELEPHONE 602-628-6757		E-MAIL ADDRESS meghaen@vantagepointcg.com	
BUSINESS ADDRESS 6129 N. 11th Ave.		CITY Phoenix		STATE ZIP CODE AZ 85013	
TYPE OF LOBBYIST (CHECK ONLY ONE)					
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses			

NAME OF LOBBYIST Susan Bitter Smith		BUSINESS TELEPHONE 602-955-4122		E-MAIL ADDRESS Susan@azcable.org	
BUSINESS ADDRESS 4350 E. Camelback Rd., Ste. G-200		CITY Phoenix		STATE ZIP CODE AZ 85018	
TYPE OF LOBBYIST (CHECK ONLY ONE)					
<input type="checkbox"/> Lobbyist for Compensation		<input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input checked="" type="checkbox"/> Out Of Pocket Expenses			

NAME OF LOBBYIST		BUSINESS TELEPHONE		E-MAIL ADDRESS	
BUSINESS ADDRESS		CITY		STATE ZIP CODE	
TYPE OF LOBBYIST (CHECK ONLY ONE)					
<input type="checkbox"/> Lobbyist for Compensation		<input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist			
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____					
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)					
<input type="checkbox"/> Meals		<input type="checkbox"/> Travel		<input type="checkbox"/> Lodging	
<input type="checkbox"/> Other (Please describe) _____		<input type="checkbox"/> Out Of Pocket Expenses			



State of Arizona  
**PRINCIPAL/PUBLIC BODY**  
**CHANGE DESIGNATED LOBBYIST/**  
**DESIGNATED PUBLIC LOBBYIST**  
 File with: Arizona Secretary of State Ken Bennett  
 Attention: Election Services Division  
 1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007  
 (602) 542-8683 (800) 458-5842 (within Arizona)  
 Website: www.azsos.gov

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**CHANGE DESIGNATED LOBBYIST/ DESIGNATED PUBLIC LOBBYIST ~ A.R.S. §§ 41-1232 (C), 41-1232.01 (C)**

Cox Communications Arizona, LLC. 104461  
 NAME OF PRINCIPAL/PUBLIC BODY PRINCIPAL/PUBLIC BODY ID #

NEW DESIGNATED LOBBYIST/DESIGNATED PUBLIC LOBBYIST		LOBBYIST ID NUMBER	
Susan Anable		3603102	
BUSINESS ADDRESS	CITY	STATE	ZIP CODE
1550 W. Deer Valley Rd	Phoenix	AZ	85027
E-MAIL ADDRESS		BUSINESS TELEPHONE	BUSINESS FAX
Susan.Anable@cox.com		623-328-3254	623-328-3580
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)			
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses <input type="checkbox"/> Other (Please describe) _____			

PREVIOUS DESIGNATED LOBBYIST OR DESIGNATED PUBLIC LOBBYIST	E-MAIL ADDRESS
Ivan Johnson	Ivan.Johnson@cox.com
PREVIOUS LOBBYIST ID#	
3501301	

STATE OF Arizona )  
 COUNTY OF Maricopa ) ss

I, the undersigned, being duly sworn state that this Principal / Public Body Registration Amendment is complete, and that to the best of my knowledge and belief the information above is true and correct.

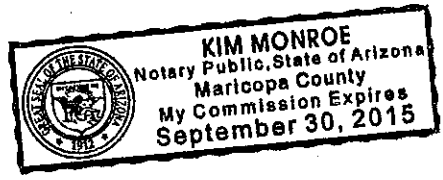
Susan Anable                      Susan Anable  
 Printed Name of Designated Lobbyist/Designated Public Lobbyist      Signature of Designated Lobbyist/Designated Public Lobbyist

SUBSCRIBED AND SWORN TO (Affirmed) before me on the 10 of January, 2013

Sept. 30, 2015  
 My Commission Expires

Kim Monroe  
 Notary Public

(affix seal)



*Handwritten initials*



State of Arizona

**PRINCIPAL/PUBLIC BODY AMENDMENT  
ADD/REMOVE LOBBYISTS & EMPLOYEES**

File with: Arizona Secretary of State Ken Bennett

Attention: Election Services Division

1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007

(602) 542-8683 - (800) 458-5842 (within Arizona)

Website: www.azsos.gov

Check One

 PRINCIPAL PUBLIC BODY

SECRETARY OF STATE

2013 JAN 14 PM 2:53

Attach additional pages if necessary. Use second page to remove lobbyist or employee from principal/public body registration record.

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**PRINCIPAL/PUBLIC BODY REGISTRATION AMENDMENT - A.R.S. § 41-1232 (C)**

Cox Communications Arizona, LLC

104461

NAME OF PRINCIPAL/PUBLIC BODY

PRINCIPAL/PUBLIC BODY ID #

 ADD THE FOLLOWING:

USE SECOND PAGE TO REMOVE LOBBYIST OR EMPLOYEE FROM PRINCIPAL/PUBLIC BODY REGISTRATION RECORD

NAME OF LOBBYIST Michelle Bolton		BUSINESS TELEPHONE # 623-328-2026	E-MAIL ADDRESS Michelle.Bolton@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix	STATE AZ	ZIP CODE 85027
TYPE OF LOBBYIST (CHECK ONLY ONE )				
<input checked="" type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist				
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses				
<input type="checkbox"/> Other (Please describe) _____				
NAME OF LOBBYIST Jonathan Babbitt		BUSINESS TELEPHONE # 623-328-3247	E-MAIL ADDRESS Jonathan.Babbitt@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix	STATE AZ	ZIP CODE 85027
TYPE OF LOBBYIST (CHECK ONLY ONE )				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist				
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses				
<input type="checkbox"/> Other (Please describe) _____				
NAME OF LOBBYIST Julia Bogen		BUSINESS TELEPHONE # 623-328-3261	E-MAIL ADDRESS Julia.Bogen@cox.com	
BUSINESS ADDRESS 1550 W. Deer Valley Rd.		CITY Phoenix	STATE AZ	ZIP CODE 85027
TYPE OF LOBBYIST (CHECK ONLY ONE )				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist				
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses				
<input type="checkbox"/> Other (Please describe) _____				
NAME OF LOBBYIST Stephanie Healy		BUSINESS TELEPHONE # 520-867-7592	E-MAIL ADDRESS Stephanie.Healy	
BUSINESS ADDRESS 1440 E. 15th St.		CITY Tucson	STATE AZ	ZIP CODE 85701
TYPE OF LOBBYIST (CHECK ONLY ONE )				
<input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist				
<input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____				
EXPENSES FOR WHICH LOBBYIST IS TO BE REIMBURSED (CHECK ALL THAT APPLY)				
<input type="checkbox"/> Meals <input type="checkbox"/> Travel <input type="checkbox"/> Lodging <input checked="" type="checkbox"/> Out Of Pocket Expenses				
<input type="checkbox"/> Other (Please describe) _____				



State of Arizona

PRINCIPAL/PUBLIC BODY AMENDMENT
ADD/REMOVE LOBBYISTS & EMPLOYEES
File with: Arizona Secretary of State Ken Bennett

Attention: Election Services Division
1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007
(602) 542-8683 (800) 458-5842 (within Arizona)

Website: www.azsos.gov

Check One

- PRINCIPAL
PUBLIC BODY

Attach additional pages if necessary. Use second page to remove lobbyist or employee from principal/public body registration record.

SECRETARY OF STATE
2013 JAN 14 PM 2:5

FOR OFFICE USE ONLY - REV. 12/01/10

PRINCIPAL/PUBLIC BODY REGISTRATION AMENDMENT ~ A.R.S. § 41-1232 (C)

Cox Communications Arizona, LLC

104461

NAME OF PRINCIPAL/PUBLIC BODY

PRINCIPAL/PUBLIC BODY ID #

ADD THE FOLLOWING:

USE SECOND PAGE TO REMOVE LOBBYIST OR EMPLOYEE FROM PRINCIPAL/PUBLIC BODY REGISTRATION RECORD

Form with multiple sections for lobbyist information, including Name, Business Address, Telephone, Email, and checkboxes for reimbursement and type of lobbyist.

Handwritten signature

**CHANGE LIST OF LOBBYISTS AND EMPLOYEES**

Cox Communications Arizona, LLC

104461

NAME OF PRINCIPAL OR PUBLIC BODY

SECRETARY OF STATE PRINCIPAL OR PUBLIC BODY ID #

REMOVE THE FOLLOWING:

2013 JAN 14 PM 2:54

<b>NAME OF LOBBYIST</b> <del>Bob Janus</del>	<b>LOBBYIST ID #</b> 3607475
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b> <input type="checkbox"/> Lobbyist for Compensation <input checked="" type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

<b>NAME OF LOBBYIST</b> <del>Kevin Moran</del>	<b>LOBBYIST ID #</b> 3601750
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b> <input type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

<b>NAME OF LOBBYIST</b>	<b>LOBBYIST ID #</b>
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b> <input type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

<b>NAME OF LOBBYIST</b>	<b>LOBBYIST ID #</b>
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b> <input type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

<b>NAME OF LOBBYIST</b>	<b>LOBBYIST ID #</b>
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b> <input type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

<b>NAME OF LOBBYIST</b>	<b>LOBBYIST ID #</b>
<b>TYPE OF LOBBYIST (CHECK ONLY ONE)</b> <input type="checkbox"/> Lobbyist for Compensation <input type="checkbox"/> Authorized Lobbyist / Authorized Public Lobbyist <input type="checkbox"/> Employee for (Name of Lobbyist who is not an individual) _____	

STATE OF Arizona )  
 COUNTY OF Maricopa ) SS

I, the undersigned, being duly sworn state that this Principal / Public Body Amendment is complete, and that to the best of my knowledge and belief the information above is true and correct.

Susan Anable  
 Printed Name of Designated Lobbyist/Designated Public Lobbyist

Susan Anable  
 Signature of Designated Lobbyist/Designated Public Lobbyist

SUBSCRIBED AND SWORN TO (Affirmed) before me on the 10 of January, 2013

Sept. 30, 2015  
 My Commission Expires

Kim Monroe  
 Notary Public

(affix seal)



*Handwritten initials*





# CURRENT LOBBYIST & EMPLOYEE REGISTRATIONS FOR PRINCIPAL/PUBLIC BODY

As of November 25, 2014 for term 2015 - 2016

PPB ID	TYPE	NAME	ADDRESS
104460	PRN	COXCOM INC	1550 W DEER VALLEY RD PHOENIX AZ 85027-
LOB ID	TYPE	LOBBYIST/EMPLOYEE NAME	LOBBYIST/EMPLOYEE ADDRESS
3603102	DL	ANABLE, SUSAN	1550 W DEER VALLEY RD PHOENIX AZ 85027
3601569	LFC	BOLTON, MICHELLE F	201 N CENTRAL AVE FL 27 PHOENIX AZ 85004-
3609525	AL	BABBITT, JONATHAN	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3609526	AL	BOGEN, JULIA	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3106114	AL	DINUNZIO, MARK	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3604252	AL	ENSELL, GREG	1550 W DEER VALLEY RD PHOENIX AZ 85027-
3609527	AL	HEALY, STEPHANIE	1440 E 15TH ST TUCSON AZ 85701-
3607414	AL	LOVALLO, LISA	1440 E 15TH STREET TUCSON AZ 85719-
3106023	AL	OSBORN MALEDON PA	2929 N CENTRAL AVE FL 21ST PHOENIX AZ 85012
	EMP	HAMMOND, LARRY A	
	EMP	NELSON, RANDALL C	
	EMP	PISARUK, NANCY	
	EMP	STOOKEY, JOHN A	
	EMP	STURR, GEOFFREY	
3601673	AL	PUBLIC POLICY PARTNERS	917 W MCDOWELL RD PHOENIX AZ 85007-
	EMP	DELL'ARTINO, MEGHAEN	
	EMP	HANNA, GRANT	
	EMP	INGALLS, STACY	
	EMP	KAITES, JOHN P	
	EMP	MCCALLISTER, DIANNE	
	EMP	ZERBE, BRAD	
3602147	AL	RIZLEY, STEVE	1550 WEST DEER VALLEY ROAD PHOENIX AZ 85027
3100137	AL	SMITH, SUSAN BITTER	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018
3606052	AL	STULL, MICHAEL	1550 WEST DEER VALLEY RD PHOENIX AZ 85027-

2014 DEC 22 PM 1:09  
 SECRETARY OF STATE

I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

*Susan Anable*

Signature of Designated / Designated Public Lobbyist

STATE OF ARIZONA )  
 ) ss  
 COUNTY OF MARICOPA )

SUBSCRIBED AND SWORN TO (Affirmed) before me this 19<sup>th</sup> day of DECEMBER, 2014

OCT 14, 2016  
 My Commission Expires



*Jonathan D. Babbitt*  
 Notary Public

APP0570

*JL*

# EXHIBIT 21

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**MERGER, 07/11/2011**

consisting of 8 pages, is a true and complete copy of the original of said document on file with this office for:

**COXCOM, LLC**  
**ACC file number: R-1692517-0**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: November 3, 2015.



*Jodi A. Jerich*  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: *J. Alonzo*  
\_\_\_\_\_  
TRISH ALONZO

AZ CORPORATION COMMISSION  
FILED

JUL 11 2011

1944 015 028

FILE NO. R-1692517-0

**CERTIFICATE OF CONVERSION  
TO  
LIMITED LIABILITY COMPANY  
OF**

**True Name: COXCOM, INC.  
COXCOM, INC., A DELAWARE CORPORATION (FN) F-0794736-4  
(a Delaware corporation)  
CONVERTING INTO  
COXCOM, LLC R-1692517-0 (SURVIVOR)  
(a Delaware limited liability company)**



**PAID**

85-

Mod Acct #1

APP0573

# Delaware

1944 015 028

PAGE 1

## The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "COXCOM, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "COXCOM, INC." TO "COXCOM, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2011, AT 1:51 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTIETH DAY OF JUNE, A.D. 2011, AT 11:59 O'CLOCK P.M.



2641751 8100V

110770148

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

  
JEFFREY W. BULLOCK, Secretary of State  
AUTHENTICATION: 8870203

DATE: 06-29-11

APP0574

CERTIFICATE OF CONVERSION  
TO  
LIMITED LIABILITY COMPANY  
OF  
COXCOM, INC  
CONVERTING INTO  
COXCOM, LLC

1944 015 028

This Certificate of Conversion of CoxCom, Inc. dated June 27, 2011 is duly executed and filed pursuant to Section 18-214 of the Delaware Limited Liability Company Act to convert CoxCom, Inc. into a limited liability company under the Delaware Limited Liability Act.


1. The name of the corporation immediately prior to 11:59 p.m. on June 30, 2011 (the "Effective Date" of this Certificate of Conversion) is CoxCom, Inc.
2. CoxCom, Inc. was formerly known as Cox Communications Orange County, Inc. The date on which the original Certificate of Incorporation of Cox Communications Orange County, Inc. was filed with the Secretary of State of the State of Delaware is July 15, 1996. Cox Communications Orange County, Inc. changed its name to CoxCom, Inc. on November 22, 1996 by filing with the Secretary of State of the State of Delaware a Certificate of Amendment of Certificate of Incorporation on November 22, 1996.
3. As of the Effective Date, the name of the limited liability company shall be CoxCom, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266 of the General Corporation Law of the State of Delaware.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

1944 015 028

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion  
as of the date first above written

COXCOM, INC.



---

Shauna Sullivan Muhi  
Secretary



# Delaware

1944 015 028

PAGE 2

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "COXCOM, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2011, AT 1:51 O'CLOCK P.M.

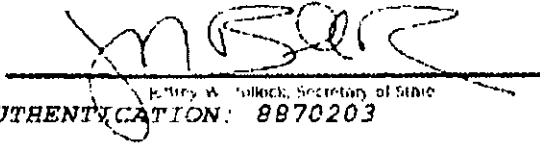
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTIETH DAY OF JUNE, A.D. 2011, AT 11:59 O'CLOCK P.M.



2641751 8100V

110770148

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

  
JEFFREY W. BULLOCK, Secretary of State  
AUTHENTICATION: 8870203

DATE: 06-29-11

APP0577

CERTIFICATE OF FORMATION

OF

1944 015 028

COXCOM, LLC

This Certificate of Formation of CoxCom, LLC (the "Company") dated as of June 27, 2011, is duly executed and filed to form a limited liability company under the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company formed hereby is CoxCom, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808

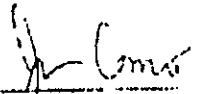
THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

FOURTH: The name and address of the authorized person is Jean Coma, 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328. The powers of the authorized person shall terminate upon the filing of this Certificate of Formation

FIFTH: The effective date of this Certificate of Formation shall be 11:59 p.m., June 30, 2011

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

  
\_\_\_\_\_  
Joan Como  
Authorized Person

**COMMISSIONERS**  
GARY PIERCE - Chairman  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS



**ARIZONA CORPORATION COMMISSION**

ERNEST G. JOHNSON  
Executive Director

PATRICIA L. BARFIELD  
Interim Director  
Corporations Division

1944 015 028

July 26, 2011

CORPORATION SERVICE COMPANY  
2338 W ROYALPALM RD STE J  
PHOENIX AZ 850216

Re: R-1692517-0 COXCOM, LLC (SURVIVOR)

We are pleased to notify you that your certificate of conversion have been approved.

- You must publish the \_\_\_\_\_ in their entirety. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also available on the Commission website. Publication must be completed **WITHIN 60 DAYS** after \_\_\_\_\_, which is the date the document was approved for filing by the Commission. The entity may be subject to administrative dissolution if it fails to publish. You may file the Affidavit of Publication you will receive from the newspaper, but filing it is not mandatory.
- No publication is required.

We strongly recommend that you periodically monitor the company's record with the Commission, which can be viewed at [www.azcc.gov/Divisions/Corporations](http://www.azcc.gov/Divisions/Corporations). If you have questions or need further information please contact us at (602) 542-3026 or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,

MARY H FLOREZ CSR III 602 542-3512 FAX 602 542-4070  
Examiner  
Corporations Division

# EXHIBIT 22

**COMMISSIONERS**  
SUSAN BITTER SMITH – Chairman  
BOB STUMP  
BOB BURNS  
DOUG LITTLE  
TOM FORESE



JODI JERICH  
Executive Director

**ARIZONA CORPORATION COMMISSION**

November 13, 2015

**VIA EMAIL AND HAND DELIVERY**

Mr. Brunn Roysden  
Assistant Attorney General  
Office of the Arizona Attorney General  
Civil Litigation Division  
1275 West Washington Street  
Phoenix, Arizona 85007-2926

Re: November 5, 2015 Public Records Request

Dear Mr. Roysden:

This letter and its attachments are being provided by the Arizona Corporation Commission ("ACC" or "Commission") in response to your November 5, 2015 public records request, as clarified in a subsequent telephone conversation, seeking information relating to filings (public and nonpublic) by specific telecommunications providers with the ACC pursuant to its Affiliated Interest Rules for the period January 1, 2012 to present.<sup>1</sup>

The attached documents include filings made by the identified Entities pursuant to R14-2-805 entitled "Annual Filing Requirements of Diversification Activities and Plans." These reports are confidential under R14-2-802(B) and have been redacted so that only the date, title and description of the filing remain. If your Office would like to see any of the redacted information, the Legal Division will contact the companies in order to explore potential waivers.

Finally, we note that there is not a report for every entity for every year. There can be different reasons for this, including unfamiliarity with Commission filing requirements, not meeting the jurisdictional revenue threshold, or the company having obtained a waiver of the requirement from the Commission. We will supplement this response, if necessary.

Please call me if you would like to discuss this response or if you have any questions or concerns related to these responses. Additionally, if you require further information, please let Ms. Jerich or I know. My contact telephone number is 602-542-6022.

Sincerely,

A handwritten signature in black ink that reads "Maureen A. Scott".

Maureen A. Scott  
Senior Staff Counsel, Legal Division

<sup>1</sup> The providers include the Comcast Entities, Cox Entities, Suddenlink Entities and the Time Warner Entities.



Check

Cox Communications  
1550 W. Deer Valley Road  
Phoenix, Arizona 85027  
www.cox.com

April 15, 2015

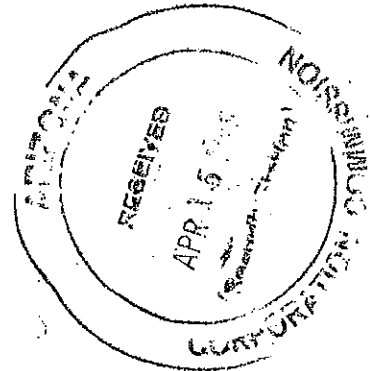
Hand Delivered

Mr. Brian Bozzo – Compliance Section  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

RECEIVED

APR 15 2015

AZ CORP COMM  
Director - Utilities



Re: *Cox Arizona Telcom, L.L.C. ("Cox")  
Annual Compliance Filing  
Diversification Activities and Plans (R14-2-805.A)*

Dear Mr. Bozzo:

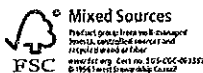
Attached is Cox's annual compliance filing per A.A.C. R14-2-805.A for calendar year 2014.

If you have any questions, please do not hesitate to contact me at 623-328-3252.

Sincerely,

Mark A. DiNunzio  
Director, Regulatory Affairs

cc: Michael W. Patten, Roshka DeWulf & Patten



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.

APP0583

Cox Arizona Telcom, LLC Rule 805 Compliance Filing  
FY 2014

R14-2-805 Annual Filing Requirements of Diversification Activities and Plans

- 1) The name, home office location and description of the public utility's affiliates with whom transactions occur, their relationship to each other and the public utility, and the general nature of their business.

RESPONSE: 1)

[REDACTED]

Redacted as  
confidential

[REDACTED]

2)

[REDACTED]

Redacted as  
confidential

[REDACTED]

3)

[REDACTED]

Redacted as  
confidential

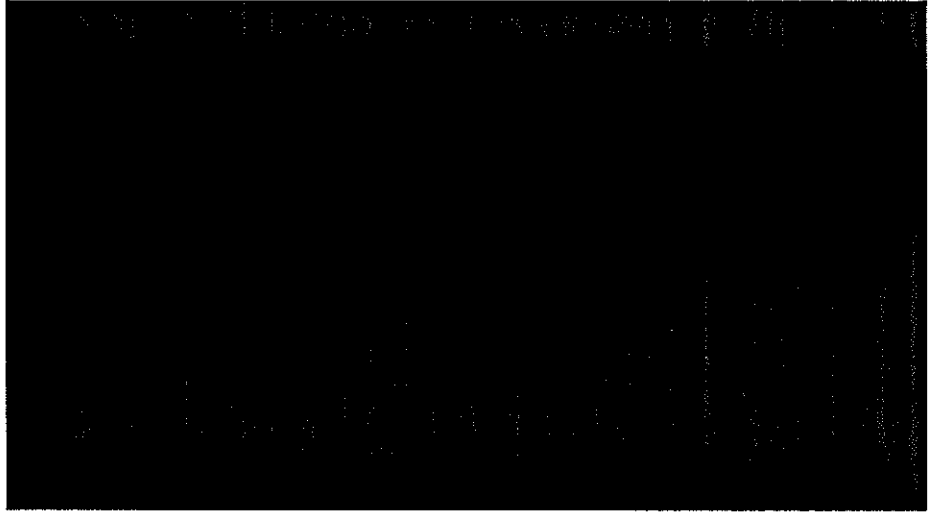
[REDACTED]



- 2) A brief description of the business activities conducted by the utility's affiliates with whom transactions occurred during the prior year, including any new activities not previously reported.

RESPONSE:

Redacted as  
confidential



- 3) A description of plans for the utility's subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity. Redacted as confidential

RESPONSE:



- 4) Copies of the most recent financial statements for each of the utility's subsidiaries. Redacted as confidential

RESPONSE:



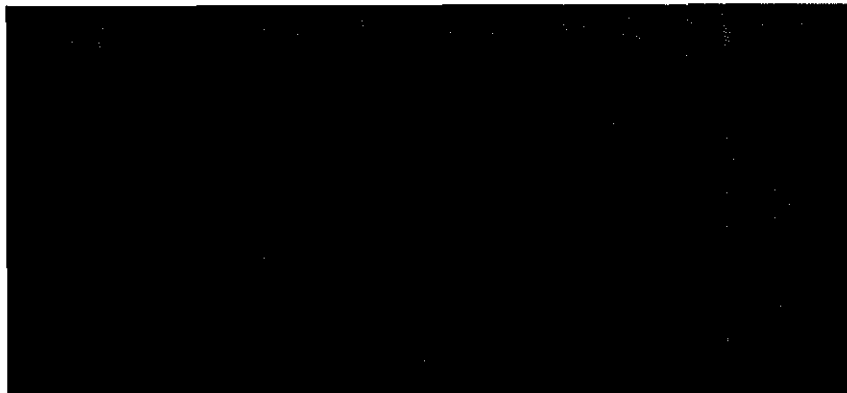
- 5) An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates Redacted as confidential

RESPONSE:



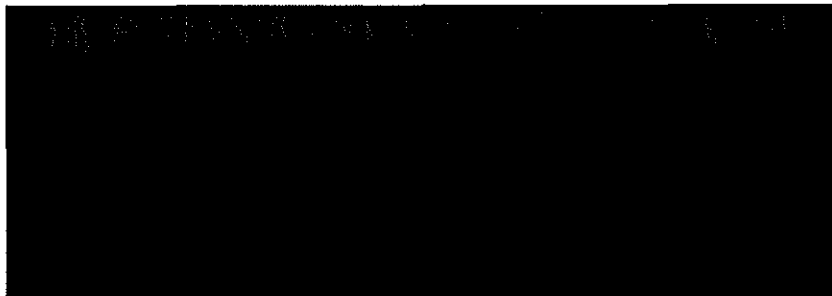
- 6) The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation.

RESPONSE: Redacted as confidential



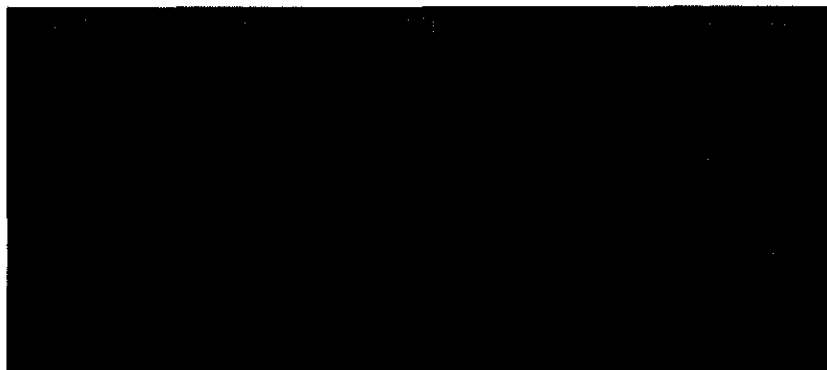
- 7) An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at reasonable rates have been affected by the organization or reorganization of the public utility holding company.

RESPONSE:

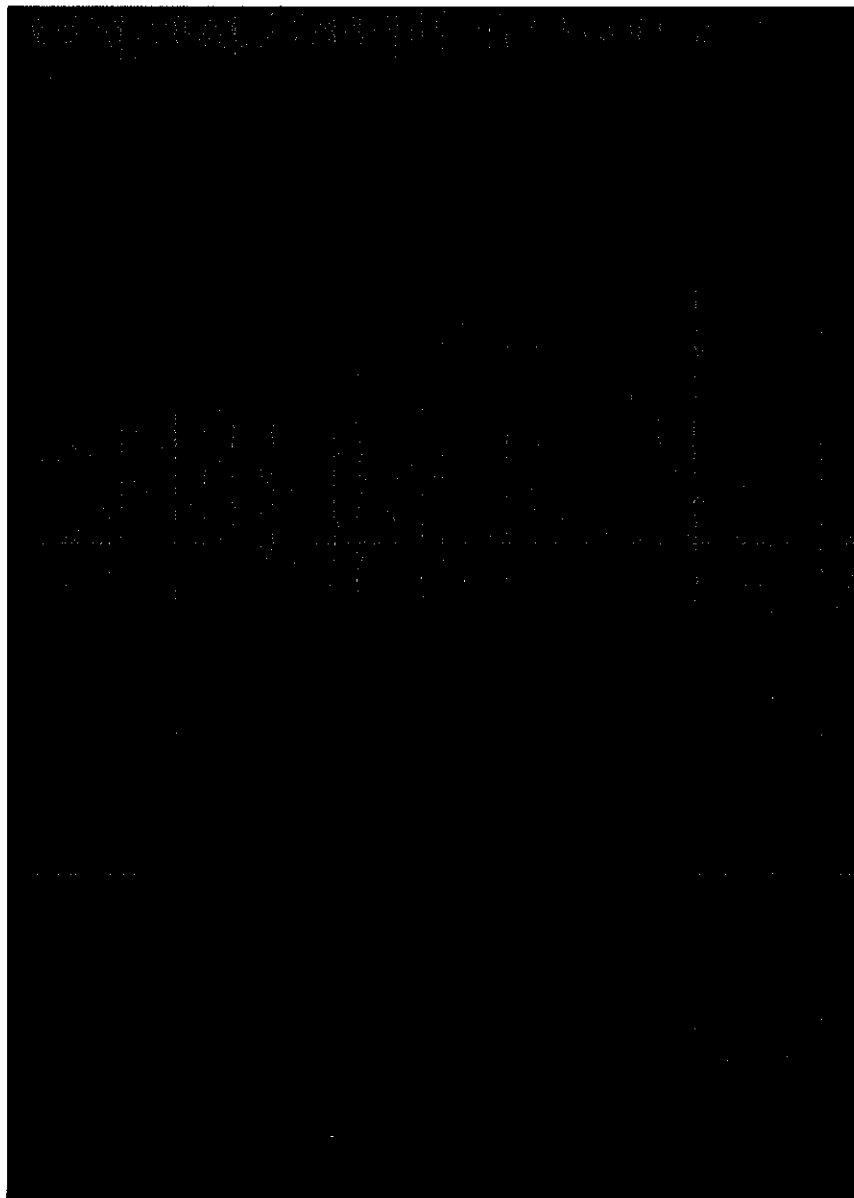


- 8) The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer. Redacted as confidential

RESPONSE:



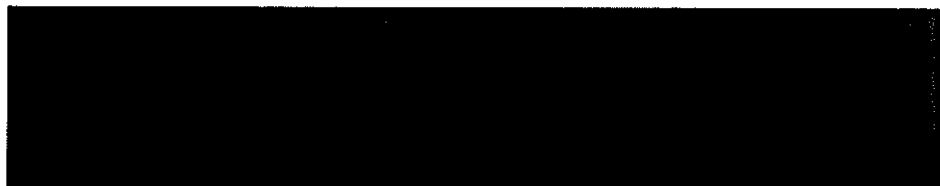
Redacted as  
confidential



- 9) Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate.

redacted as confidential

RESPONSE:



- 10) Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate

Redacted as confidential

RESPONSE:



- 11) Contracts or agreements to lease goods or real property between a public utility and an affiliate

Redacted as confidential

RESPONSE:





Cox Communications  
1550 W. Deer Valley Road  
Phoenix, Arizona 85027  
www.cox.com

April 15, 2014

RECEIVED

APR 15 2014

Arizona Corporation Commission  
Regulatory Affairs

Hand Delivered

Mr. Brian Bozzo – Compliance Section  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Re: *Cox Arizona Telecom, L.L.C. ("Cox")  
Annual Compliance Filing  
Diversification Activities and Plans (R14-2-805.A)*

Dear Mr. Bozzo:

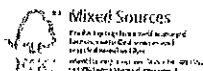
Attached is Cox's annual compliance filing per A.A.C. R14-2-805.A for calendar year ~~2013~~.

If you have any questions, please do not hesitate to contact me at 623-328-3252.

Sincerely,

Mark A. DiNunzio  
Director, Regulatory Affairs

cc: Michael W. Patten, Roshka DeWulf & Patten



In harmony with the Cox Corporate Eco-friendly program, we are proud to print on Forest Stewardship Council certified paper.

APP0589

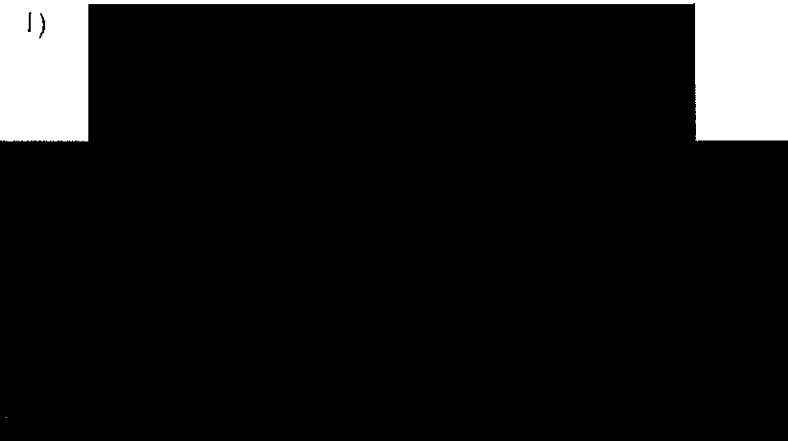
Cox Arizona Telecom, LLC Rule 805 Compliance Filing  
FY 2013

R14-2-805 Annual Filing Requirements of Diversification Activities and Plans

- 1) The name, home office location and description of the public utility's affiliates with whom transactions occur, their relationship to each other and the public utility, and the general nature of their business.

RESPONSE: 1)

Redacted as  
confidential



2)



Cox Arizona's parent company, CoxCom, LLC ("CoxCom"), is a holding company for numerous subsidiaries, including subsidiaries that provide video, data and telephone services to both the residential and business customers.

3)

Redacted as  
confidential



- 2) A brief description of the business activities conducted by the utility's affiliates with whom transactions occurred during the prior year, including any new activities not previously reported.

RESPONSE:

Redacted as  
confidential



- 3) A description of plans for the utility's subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity. Redacted as confidential

RESPONSE:



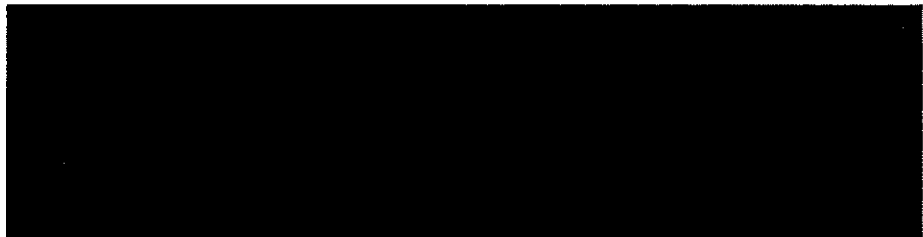
- 4) Copies of the most recent financial statements for each of the utility's subsidiaries. Redacted as confidential

RESPONSE:



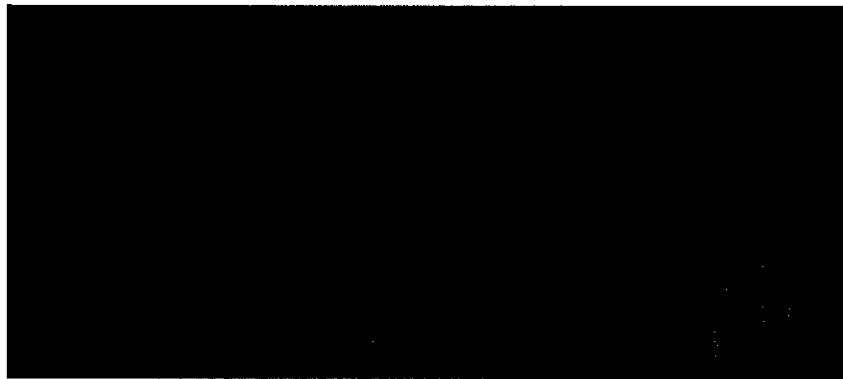
- 5) An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates Redacted as confidential

RESPONSE:



- 6) The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation.

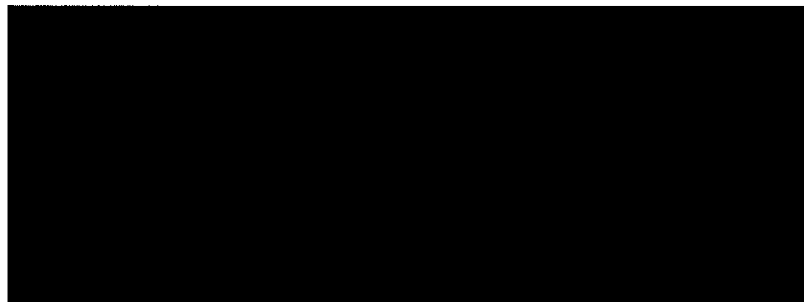
RESPONSE: Redacted as confidential



- 7) An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at reasonable rates have been affected by the organization or reorganization of the public utility holding company.

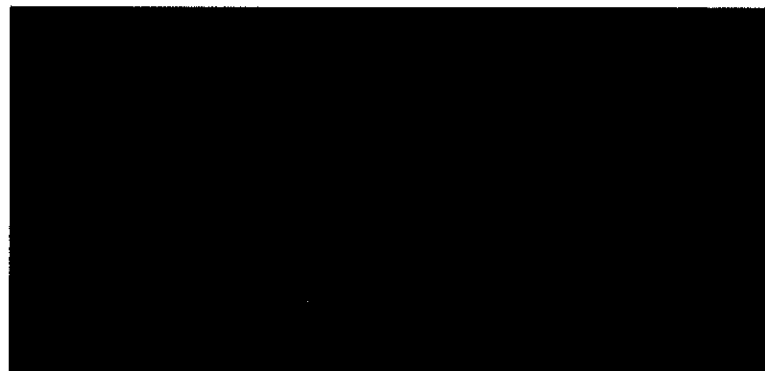
Redacted as confidential

RESPONSE:



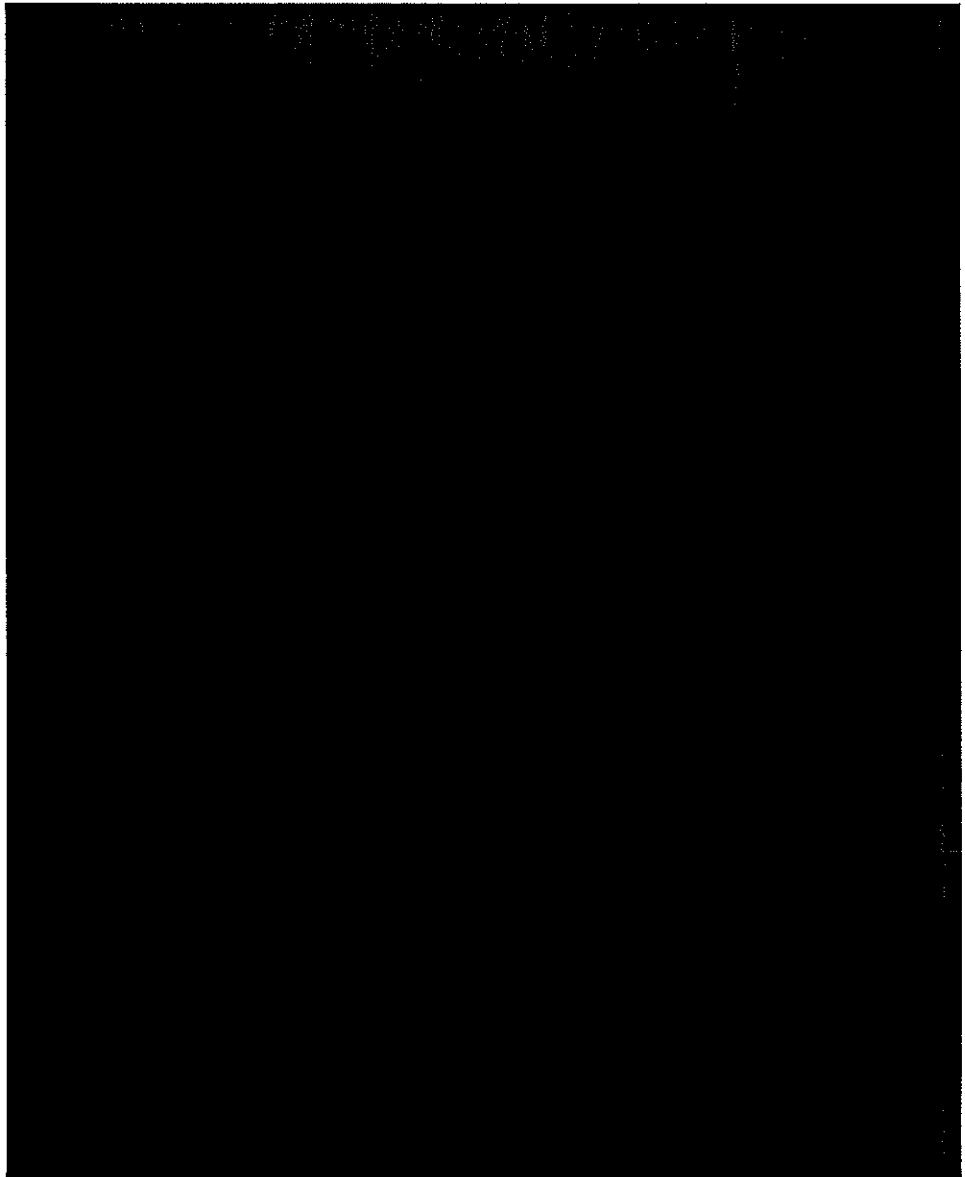
- 8) The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer. Redacted as confidential

RESPONSE:



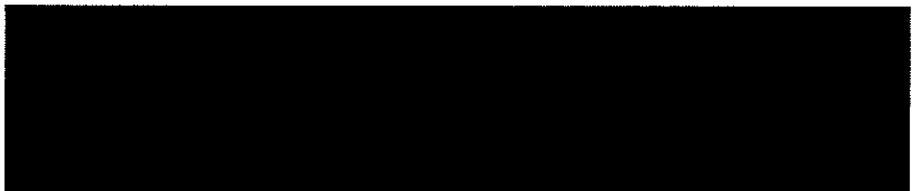


Redacted as  
confidential



- 9) Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate. Redacted as confidential

RESPONSE:



- 10) Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate

Redacted as confidential

RESPONSE:



- (1) Contracts or agreements to lease goods or real property between a public utility and an affiliate

Redacted as confidential

RESPONSE:



Redacted as confidential



APP0595



Cox Communications  
1550 W. Deer Valley Road  
Phoenix, Arizona 85027  
www.cox.com

RECEIVED

APR 15 2013

AZ CORP COMM  
Director - Utilities

April 15, 2013

Hand Delivered

Mr. Brian Bozzo – Compliance Section  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Re: *Cox Arizona Telcom, L.L.C. ("Cox")  
Annual Compliance Filing  
Diversification Activities and Plans (R14-2-805.A)*

Dear Mr. Bozzo:

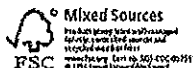
Attached is Cox's annual compliance filing per A.A.C. R14-2-805.A for calendar year 2012.

If you have any questions, please do not hesitate to contact me at 623-328-3252.

Sincerely,

Mark A. DiNunzio  
Director, Regulatory Affairs

cc: Michael W. Patten, Roshka DeWulf & Patten



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.

APP0596

Cox Arizona Telcom, LLC Rule 805 Compliance Filing  
FY 2012

R14-2-805 Annual Filing Requirements of Diversification Activities and Plans

- 1) The name, home office location and description of the public utility's affiliates with whom transactions occur, their relationship to each other and the public utility; and the general nature of their business.

RESPONSE:

1)

[REDACTED]



[REDACTED]



Redacted as  
confidential

2)

[REDACTED]

[REDACTED]

3)

[REDACTED]

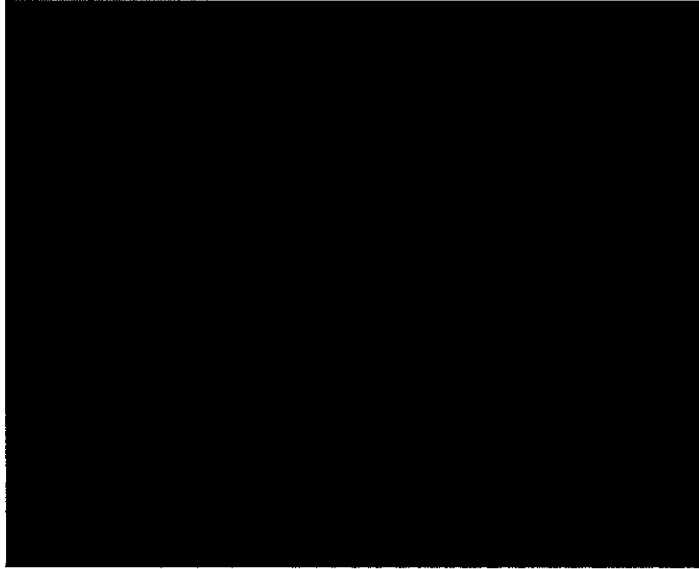


[REDACTED]

- 2) A brief description of the business activities conducted by the utility's affiliates with whom transactions occurred during the prior year, including any new activities not previously reported.

RESPONSE:

redacted as  
confidential



✓  
✓  
✓

- 3) A description of plans for the utility's subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity. Redacted as confidential

RESPONSE:



✓

- 4) Copies of the most recent financial statements for each of the utility's subsidiaries. Redacted as confidential

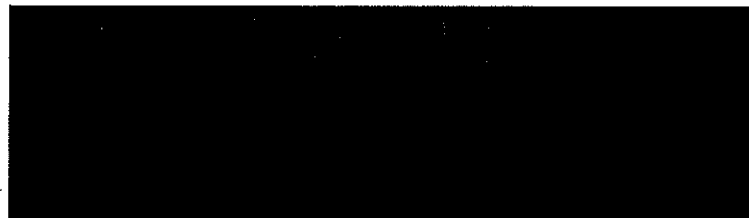
RESPONSE:



✓

- 5) An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates. Redacted as confidential

RESPONSE:

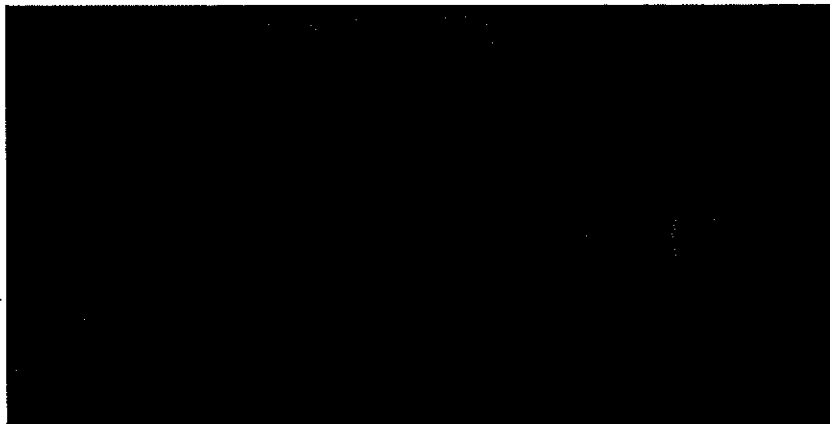


✓

- 6) The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation.

RESPONSE:

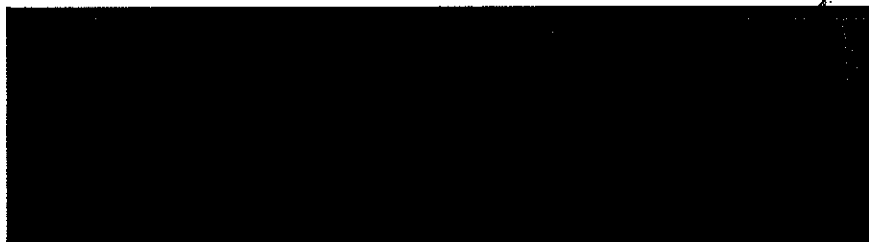
Redacted as confidential



- 7) An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at reasonable rates have been affected by the organization or reorganization of the public utility holding company.

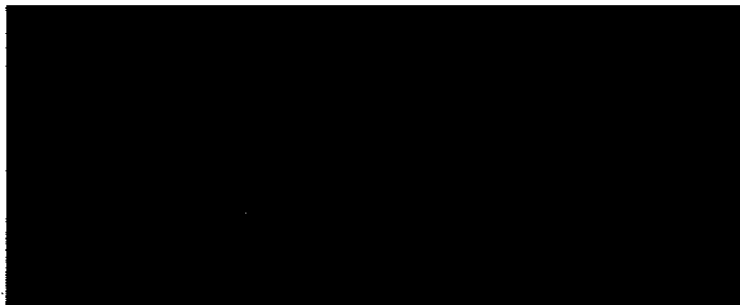
Redacted as confidential

RESPONSE:



- 8) The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer. Redacted as confidential

RESPONSE:





- 9) Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate. Redacted as confidential

RESPONSE:





- 10) Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate

Redacted as confidential

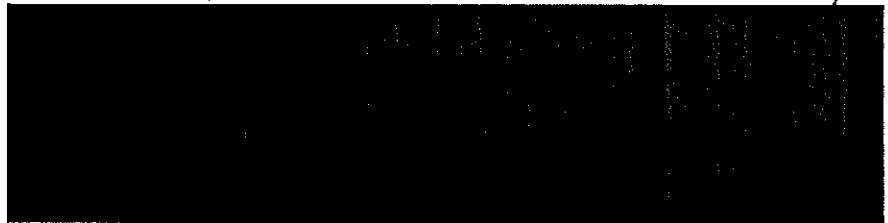
RESPONSE:



- 11) Contracts or agreements to lease goods or real property between a public utility and an affiliate

Redacted as confidential

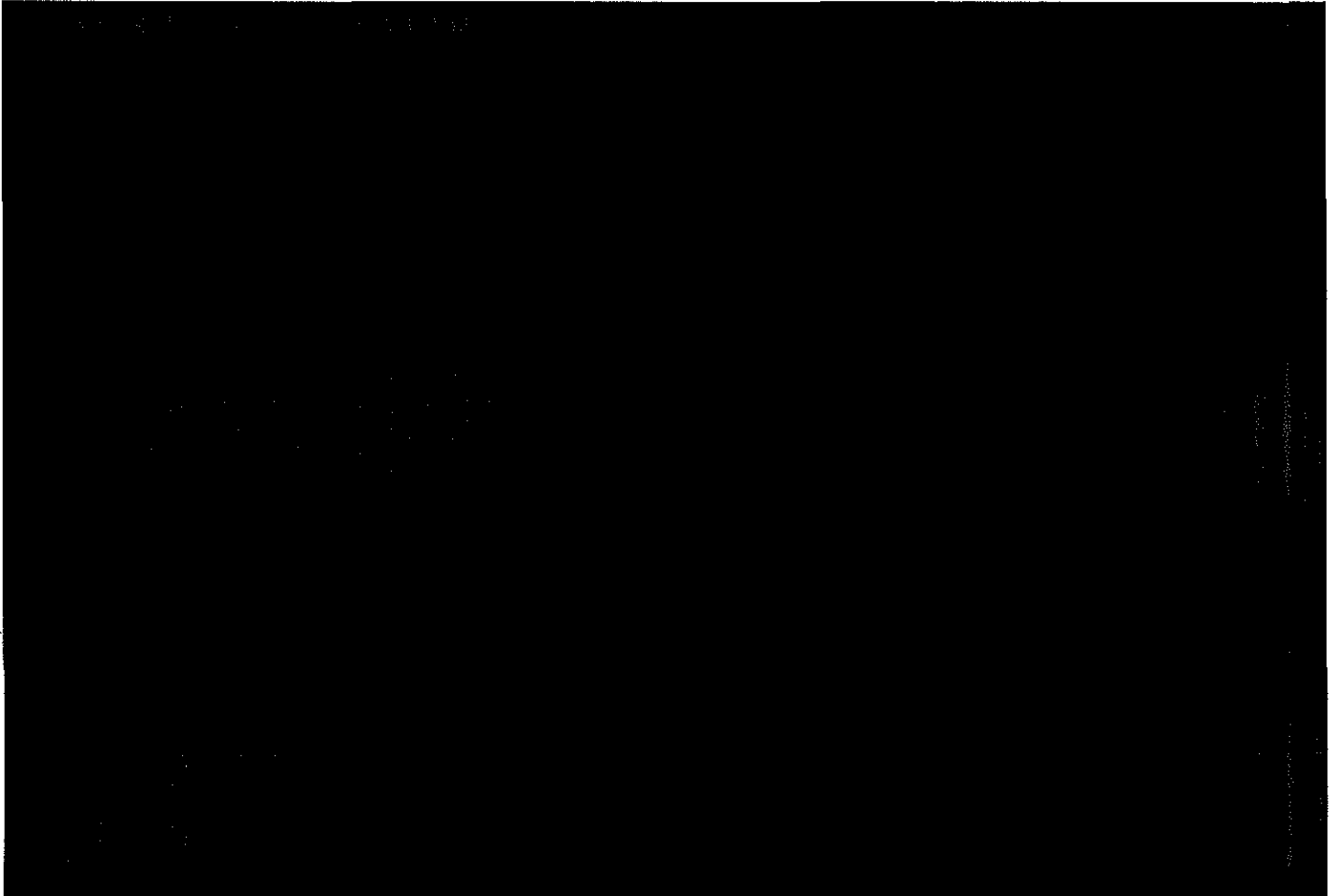
RESPONSE:



# ATTACHMENT

A

Redacted as confidential





*Handwritten signature: Hanlan*

RECEIVED

March 17, 2015

MAR 19 2015

AZ COMM. DIVISION  
Phoenix, AZ

VIA UPS 2<sup>nd</sup> DAY AIR

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Re: Rule 805 – Diversification Activities and Plans  
Comcast Phone of Arizona, LLC

Dear Sir or Madam:

Pursuant to R14-2-805 of the Arizona Administrative Code, Comcast Phone of Arizona, LLC respectfully submits the original and (1) copy of the 2015 Annual Report of Diversification Activities and Plans.

Please stamp the enclosed copy with the receipt date and return it in the self-addressed, stamped envelope provided. If there should be any questions please contact the undersigned at (610) 665-2536.

Respectfully submitted,

Joanne M. Horstmann  
Senior Manager, Comcast Regulatory Department

Enclosures

**RULE 805 – DIVERSIFICATION ACTIVITIES AND PLANS**

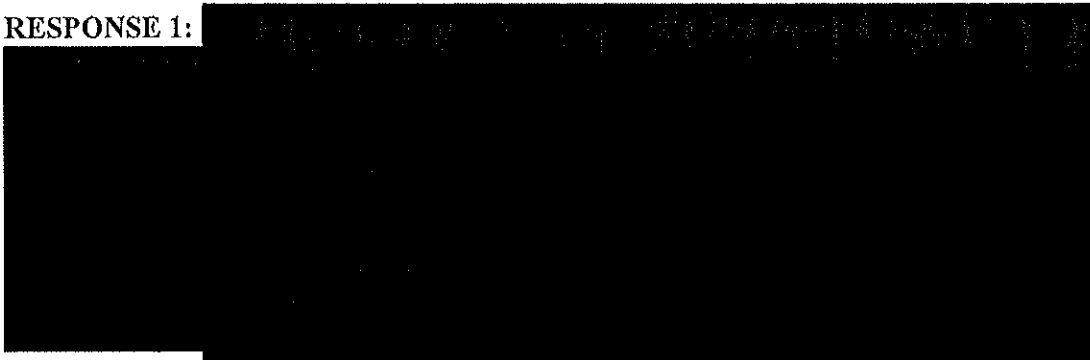
**REPORT SUBMITTED BY:**

**COMCAST PHONE OF ARIZONA, LLC**

As used herein, the term “public utility” refers to Comcast Phone of Arizona, LLC (“Comcast Phone – Arizona”).

1. The name, home office location and description of the public utility’s affiliates with whom transactions occur, their relationship to each other and the public utility, and the general nature of their business; Redacted as confidential

**RESPONSE 1:**



2. A brief description of the business activities conducted by the utility’s affiliates with whom transactions occurred during the prior year, including any new activities not previously reported; Redacted as confidential

**RESPONSE 2:**



3. A description of plans for the utility’s subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity; Redacted as confidential

**RESPONSE 3:**



4. Copies of the most recent financial statements for each of the utility's subsidiaries;

RESPONSE 4: [REDACTED] Redacted as confidential

5. An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates;

Redacted as confidential

RESPONSE 5: [REDACTED]

6. The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation;

Redacted as confidential

RESPONSE 6: [REDACTED]

7. An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at reasonable rates have been affected by the organization or reorganization of the public utility holding company

RESPONSE 7: [REDACTED] Redacted as confidential

8. The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer;

Redacted as confidential

RESPONSE 8: [REDACTED]

9. Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate;

RESPONSE 9: [REDACTED] Redacted as confidential

10. Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate;

**RESPONSE 10:**



Redacted as confidential

11. Contracts or agreements to lease goods or real property between a public utility and an affiliate.

**RESPONSE 11:**



Redacted as confidential

Compliance



RECEIVED

APR 15 2014

REGULATORY  
PHOENIX OFFICE

April 10, 2014

VIA UPS 2<sup>nd</sup> DAY AIR

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Re: Rule 805 – Diversification Activities and Plans  
Comcast Phone of Arizona, LLC

Dear Sir or Madam:

Pursuant to R14-2-805 of the Arizona Administrative Code, Comcast Phone of Arizona, LLC respectfully submits the original and (1) copy of the 2014 Annual Report of Diversification Activities and Plans.

Please stamp the enclosed copy with the receipt date and return it in the self-addressed, stamped envelope provided. If there should be any questions please contact the undersigned at (610) 650-1064.

Respectfully submitted,

Joanne M. Horstmann  
Senior Manager, Comcast Regulatory Department

Enclosures



**RULE 805 – DIVERSIFICATION ACTIVITIES AND PLANS**

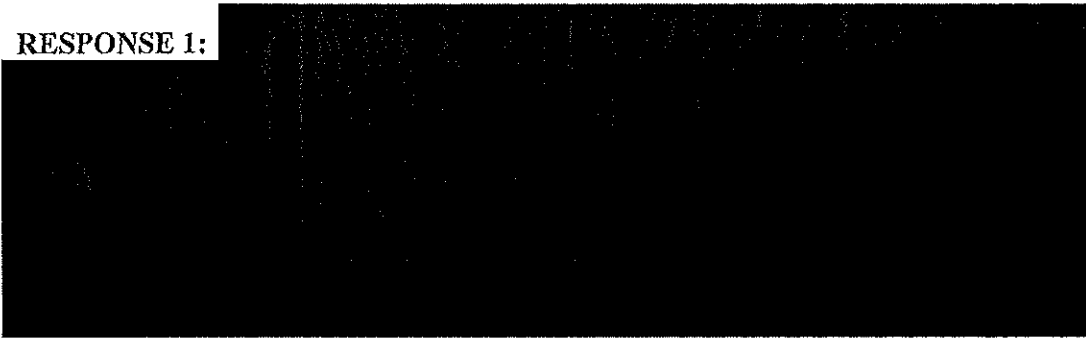
**REPORT SUBMITTED BY:**

**COMCAST PHONE OF ARIZONA, LLC**

As used herein, the term “public utility” refers to **Comcast Phone of Arizona, LLC** (“Comcast Phone – Arizona”).

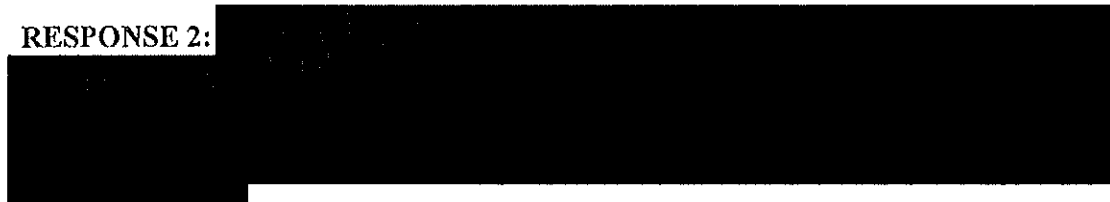
1. The name, home office location and description of the public utility’s affiliates with whom transactions occur, their relationship to each other and the public utility, and the general nature of their business; Redacted as confidential

**RESPONSE 1:**



2. A brief description of the business activities conducted by the utility’s affiliates with whom transactions occurred during the prior year, including any new activities not previously reported; Redacted as confidential

**RESPONSE 2:**



3. A description of plans for the utility’s subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity; Redacted as confidential

**RESPONSE 3:**



4. Copies of the most recent financial statements for each of the utility's subsidiaries;

RESPONSE 4:

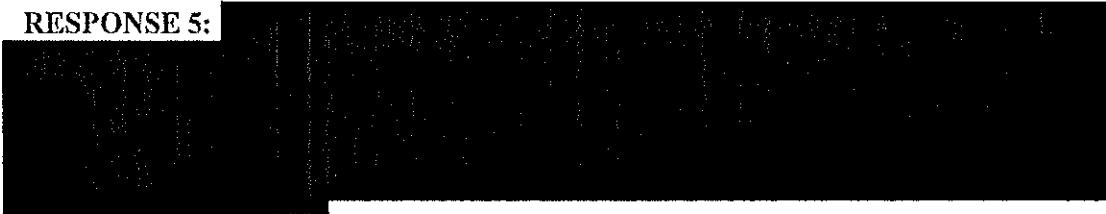


Redacted as confidential

5. An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates;

Redacted as confidential

RESPONSE 5:



6. The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation;

Redacted as confidential

RESPONSE 6:



7. An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at reasonable rates have been affected by the organization or reorganization of the public utility holding company

RESPONSE 7:



Redacted as confidential

8. The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer;

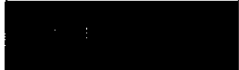
Redacted as confidential

RESPONSE 8:



9. Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate;

RESPONSE 9:



Redacted as confidential


10. Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate;

**RESPONSE 10:** [REDACTED] Redacted as confidential

11. Contracts or agreements to lease goods or real property between a public utility and an affiliate.

**RESPONSE 11:** [REDACTED] Redacted as confidential



1100001  
  
Comcast Cable Communications, Inc.  
200 Cresson Boulevard, P.O. Box 989  
Oaks, PA 19456-0989  
610.650.3000 Tel  
610.650.3038 Fax

April 15, 2013

RECEIVED

VIA UPS 2<sup>nd</sup> DAY AIR

APR 18 2013

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

AZ CORP COMM  
Director, Utilities

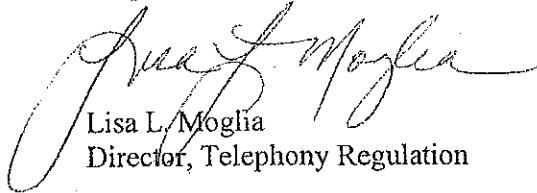
Re: Rule 805 – Diversification Activities and Plans  
Comcast Phone of Arizona, LLC

Dear Sir or Madam:

Pursuant to R14-2-805 of the Arizona Administrative Code, Comcast Phone of Arizona, LLC respectfully submits the original and (1) copy of the 2013 Annual Report of Diversification Activities and Plans.

Please stamp the enclosed copy with the receipt date and return it in the self-addressed, stamped envelope provided. If there should be any questions please contact the undersigned at (610) 650-1064.

Respectfully submitted,

  
Lisa L. Moglia  
Director, Telephony Regulation

Enclosures

APP0612

**RULE 805 – DIVERSIFICATION ACTIVITIES AND PLANS**

**REPORT SUBMITTED BY:**

**COMCAST PHONE OF ARIZONA, LLC**

As used herein, the term “public utility” refers to **Comcast Phone of Arizona, LLC** (“**Comcast Phone – Arizona**”).

1. The name, home office location and description of the public utility’s affiliates with whom transactions occur, their relationship to each other and the public utility, and the general nature of their business; Redacted as confidential

**RESPONSE 1:**



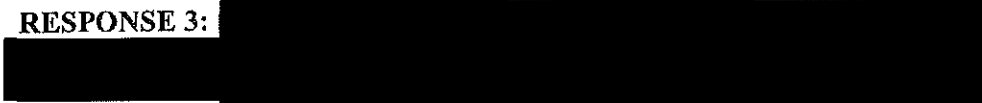
2. A brief description of the business activities conducted by the utility’s affiliates with whom transactions occurred during the prior year, including any new activities not previously reported; Redacted as confidential

**RESPONSE 2:**



3. A description of plans for the utility’s subsidiaries to modify or change business activities, enter into new business ventures or to acquire, merge or otherwise establish a new business entity; Redacted as confidential

**RESPONSE 3:**



4. Copies of the most recent financial statements for each of the utility's subsidiaries;

**RESPONSE 4:**

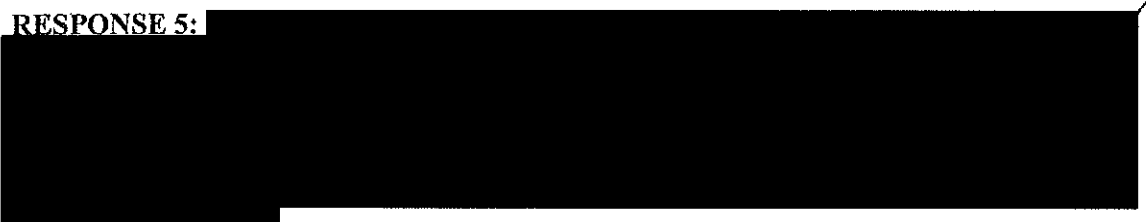


Redacted as confidential

5. An assessment of the effect of current and planned affiliated activities on the public utility's capital structure and the public utility's ability to attract capital at fair and reasonable rates;

Redacted as confidential

**RESPONSE 5:**



6. The bases upon which the public utility holding company allocates plant, revenue and expenses to affiliates and the amounts involved; an explanation of the derivation of the factors; the reasons supporting that methodology and the reasons supporting the allocation;

Redacted as confidential

**RESPONSE 6:**



7. An explanation of the manner in which the utility's capital structure, cost of capital and ability to raise capital at reasonable rates have been affected by the organization or reorganization of the public utility holding company

**RESPONSE 7:**

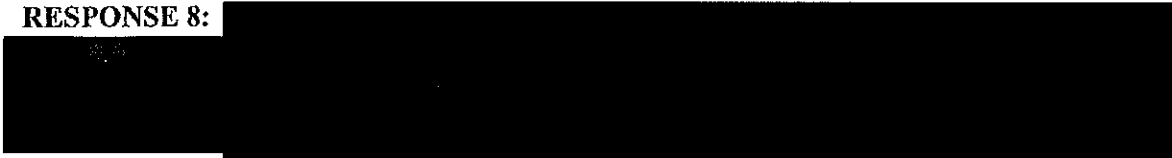


Redacted as confidential ✓

8. The dollar amount transferred between the utility and each affiliate during the annual period, and the purpose of each transfer;

Redacted as confidential ✓

**RESPONSE 8:**



9. Contracts or agreements to receive, or provide management, engineering, accounting, legal, financial or other similar services between a public utility and an affiliate;

**RESPONSE 9:**



Redacted as confidential ✓

10. Contracts or agreements to purchase or sell goods or real property between a public utility and an affiliate;

**RESPONSE 10:** [REDACTED] Redacted as confidential



11. Contracts or agreements to lease goods or real property between a public utility and an affiliate.

**RESPONSE 11:** [REDACTED] Redacted as confidential



# EXHIBIT 23



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

COX COMMUNICATIONS, INC.;  
COXCOM, LLC; COX ARKANSAS  
TELCOM, L.L.C.; COX  
COMMUNICATIONS ARIZONA, LLC;  
COX ARIZONA TELCOM, L.L.C.; COX  
CALIFORNIA TELCOM, L.L.C.; COX  
COMMUNICATIONS CALIFORNIA, LLC;  
COX COLORADO TELCOM, L.L.C.; COX  
CONNECTICUT TELCOM, L.L.C.; COX  
DISTRICT OF COLUMBIA TELCOM,  
L.L.C.; COX FLORIDA TELCOM, L.P.;  
COX COMMUNICATIONS GEORGIA,  
LLC; COX GEORGIA TELCOM L.L.C.;  
COX IOWA TELCOM, L.L.C.; COX IDAHO  
TELCOM, L.L.C.; COX  
COMMUNICATIONS KANSAS, L.L.C.;  
COX KANSAS TELCOM, L.L.C.; COX  
COMMUNICATIONS GULF COAST,  
L.L.C.; COX COMMUNICATIONS  
LOUISIANA, L.L.C.; COX LOUISIANA  
TELCOM, L.L.C.; COX MARYLAND  
TELCOM, L.L.C.; COX MISSOURI  
TELCOM, LLC; COX NEBRASKA  
TELCOM, L.L.C.; COX  
COMMUNICATIONS OMAHA, L.L.C.;  
COX COMMUNICATIONS LAS VEGAS,  
INC.; COX NEVADA TELCOM, L.L.C.;  
COX NORTH CAROLINA TELCOM, L.L.C.;  
COX OHIO TELCOM, L.L.C.; COX  
OKLAHOMA TELCOM, L.L.C.; COX  
RHODE ISLAND TELCOM, L.L.C.; COX  
COMMUNICATIONS HAMPTON ROADS,  
L.L.C.; COX VIRGINIA TELCOM, L.L.C.,

Plaintiffs,

v.

SPRINT COMMUNICATIONS COMPANY  
L.P., SPRINT SPECTRUM, L.P., SPRINT  
SOLUTIONS, INC.

Defendants.

JURY TRIAL DEMANDED

C.A. No. \_\_\_\_\_

**RULE 7.1 STATEMENT OF PLAINTIFF COX ARIZONA TELCOM, L.L.C.**

Pursuant to Federal Rule of Civil Procedure 7.1, Plaintiff Cox Arizona Telcom, L.L.C. hereby discloses the following:

1. Cox Arizona Telcom, L.L.C. is a wholly owned subsidiary of CoxCom, LLC. CoxCom, LLC is a wholly owned subsidiary of Cox Communications, Inc. Cox Communications, Inc. is a subsidiary of Cox Enterprises, Inc. Cox Enterprises, Inc. is a Delaware corporation.

2. No entity owns 10% or more of Cox Enterprises, Inc's stock.

Dated: April 16, 2012

PHILLIPS, GOLDMAN & SPENCE, P.A

/s/ John C. Phillips, Jr.

John C. Phillips, Jr. (#110)

Megan C. Haney (#5016)

1200 North Broom Street

Wilmington, DE 19806

Tel. (302) 655-4200

Fax (302) 655-4210

[jcp@pgslaw.com](mailto:jcp@pgslaw.com)

[mch@pgslaw.com](mailto:mch@pgslaw.com)

-and-

WINSTON & STRAWN LLP

Michael L. Brody (*pro hac vice* pending)

35 W. Wacker Drive

Chicago, IL 60601-9703

(312) 558-5600 (t) / (312) 558-5700 (f)

[mbrody@winston.com](mailto:mbrody@winston.com)

David S. Bloch (*pro hac vice* pending)

101 California Street

San Francisco, CA 94111-5802

(415) 591-1452 (t) / (415) 591-1400 (f)

[dbloch@winston.com](mailto:dbloch@winston.com)

*Attorneys for the Cox Entities*

# EXHIBIT 24

1 David B. Rosenbaum, 009819  
Mary R. O’Grady, 011434  
2 Eric M. Fraser, 027241  
Grace E. Rebling, 028661  
3 OSBORN MALEDON, P.A.  
2929 North Central Avenue  
4 21st Floor  
Phoenix, Arizona 85012-2793  
5 (602) 640-9000  
[drosenbaum@omlaw.com](mailto:drosenbaum@omlaw.com)  
6 [mogrady@omlaw.com](mailto:mogrady@omlaw.com)  
[efraser@omlaw.com](mailto:efraser@omlaw.com)  
7 [grebling@omlaw.com](mailto:grebling@omlaw.com)

8 Christopher J. Harvie (*pro hac vice application to be filed*)  
MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO  
9 701 Pennsylvania Avenue N.W., Suite 900  
Washington, DC, DC 20004  
10 (202) 434-7377  
[CJHarvie@mintz.com](mailto:CJHarvie@mintz.com)

11 Attorneys for Cox Communications Arizona, LLC

12  
13 IN THE UNITED STATES DISTRICT COURT  
14 FOR THE DISTRICT OF ARIZONA

15 Cox Communications Arizona, LLC, )  
Plaintiff, )

No.

16 vs. )

**CORPORATE DISCLOSURE  
STATEMENT**

17 City of Tempe, an Arizona Municipal )  
18 Corporation; Mark W. Mitchell, in his )  
19 official capacity as Mayor of the City of )  
Tempe; )

20 Defendants. )

21 This Corporate Disclosure Statement is filed on behalf of Cox Communications  
22 Arizona, LLC in compliance with the provisions of: (*check one*)

23  \_\_\_\_\_

24 Rule 7.1, Federal Rules of Civil Procedure, a nongovernmental  
25 corporate party to an action in a district court must file a statement  
26 that identifies any parent corporation and any publicly held



1 corporation that owns 10% or more of its stock or states that there  
2 is no such corporation.

3  Rule 12.4(a)(1), Federal Rule of Criminal Procedure, any  
4 nongovernmental corporate party to a proceeding in a district court  
5 must file a statement that identifies any parent corporation and any  
6 publicly held corporation that owns 10% or more of its stock or  
7 states that there is no such corporation.

8  Rule 12.4(a)(2), Federal Rule of Criminal Procedure, if an  
9 organizational victim of alleged criminal activity is a corporation  
10 the government must file a statement identifying the victim and the  
11 statement must also disclose the information required by Rule  
12 12.4(a)(1).

13 **The filing party hereby declares as follows:**

14  No such corporation.

15  Party is a parent, subsidiary or other affiliate of a publicly owned  
16 corporation as listed below. (*Attach additional pages if needed.*)

17 \_\_\_\_\_ Relationship \_\_\_\_\_

18  Publicly held corporation, not a party to the case, with a financial  
19 interest in the outcome. *List identity of corporation and the nature*  
20 *of financial interest. (Attach additional pages if needed.)*

21 \_\_\_\_\_ Relationship \_\_\_\_\_

22  Other (please explain)

23 Plaintiff Cox Communications Arizona, LLC, a Delaware limited liability  
24 company, certifies that its sole member is CoxCom, LLC, a Delaware limited  
25 liability company, which is in turn a wholly-owned subsidiary of Cox  
26 Communications, Inc., a Delaware corporation. This corporation is in turn  
jointly- and wholly-owned by Cox Enterprises, Inc., a Delaware corporation, and  
Cox DNS, Inc., a Delaware corporation, which is a wholly-owned subsidiary of

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26

Cox Enterprise, Inc. No publicly held corporation owns 10% or more of plaintiff.

DATED this 14<sup>th</sup> day of September 2015.

OSBORN MALEDON, P.A.

By s/ Mary R. O'Grady  
David B. Rosenbaum  
Mary R. O'Grady  
Eric M. Fraser  
Grace E. Rebling  
2929 North Central Avenue  
21st Floor  
Phoenix, Arizona 85012-2793

*Attorneys for Cox Communications Arizona,  
LLC*

# EXHIBIT 25



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

COX COMMUNICATIONS, INC.;  
COXCOM, LLC; COX ARKANSAS  
TELCOM, L.L.C.; COX  
COMMUNICATIONS ARIZONA, LLC;  
COX ARIZONA TELCOM, L.L.C.; COX  
CALIFORNIA TELCOM, L.L.C.; COX  
COMMUNICATIONS CALIFORNIA, LLC;  
COX COLORADO TELCOM, L.L.C.; COX  
CONNECTICUT TELCOM, L.L.C.; COX  
DISTRICT OF COLUMBIA TELCOM,  
L.L.C.; COX FLORIDA TELCOM, L.P.;  
COX COMMUNICATIONS GEORGIA,  
LLC; COX GEORGIA TELCOM L.L.C.;  
COX IOWA TELCOM, L.L.C.; COX IDAHO  
TELCOM, L.L.C.; COX  
COMMUNICATIONS KANSAS, L.L.C.;  
COX KANSAS TELCOM, L.L.C.; COX  
COMMUNICATIONS GULF COAST,  
L.L.C.; COX COMMUNICATIONS  
LOUISIANA, L.L.C.; COX LOUISIANA  
TELCOM, L.L.C.; COX MARYLAND  
TELCOM, L.L.C.; COX MISSOURI  
TELCOM, LLC; COX NEBRASKA  
TELCOM, L.L.C.; COX  
COMMUNICATIONS OMAHA, L.L.C.;  
COX COMMUNICATIONS LAS VEGAS,  
INC.; COX NEVADA TELCOM, L.L.C.;  
COX NORTH CAROLINA TELCOM, L.L.C.;  
COX OHIO TELCOM, L.L.C.; COX  
OKLAHOMA TELCOM, L.L.C.; COX  
RHODE ISLAND TELCOM, L.L.C.; COX  
COMMUNICATIONS HAMPTON ROADS,  
L.L.C.; COX VIRGINIA TELCOM, L.L.C.,

Plaintiffs,

v.

SPRINT COMMUNICATIONS COMPANY  
L.P., SPRINT SPECTRUM, L.P., SPRINT  
SOLUTIONS, INC.

Defendants.

**JURY TRIAL DEMANDED**

C.A. No. \_\_\_\_\_

**RULE 7.1 STATEMENT OF PLAINTIFF COX COMMUNICATIONS ARIZONA, LLC**

Pursuant to Federal Rule of Civil Procedure 7.1, Plaintiff Cox Communications Arizona, LLC hereby discloses the following:

1. Plaintiff Cox Communications Arizona, LLC is a wholly owned subsidiary of CoxCom, LLC. CoxCom, LLC is a wholly owned subsidiary of Cox Communications, Inc. Cox Communications, Inc. is a subsidiary of Cox Enterprises, Inc. Cox Enterprises, Inc. is a Delaware corporation.

2. No entity owns 10% or more of Cox Enterprises, Inc's stock.

Dated: April 16, 2012

PHILLIPS, GOLDMAN & SPENCE, P.A

/s/ John C. Phillips, Jr.

John C. Phillips, Jr. (#110)

Megan C. Haney (#5016)

1200 North Broom Street

Wilmington, DE 19806

Tel. (302) 655-4200

Fax (302) 655-4210

[jcp@pgslaw.com](mailto:jcp@pgslaw.com)

[mch@pgslaw.com](mailto:mch@pgslaw.com)

-and-

WINSTON & STRAWN LLP

Michael L. Brody (*pro hac vice* pending)

35 W. Wacker Drive

Chicago, IL 60601-9703

(312) 558-5600 (t) / (312) 558-5700 (f)

[mbrody@winston.com](mailto:mbrody@winston.com)

David S. Bloch (*pro hac vice* pending)

101 California Street

San Francisco, CA 94111-5802

(415) 591-1452 (t) / (415) 591-1400 (f)

[dbloch@winston.com](mailto:dbloch@winston.com)

*Attorneys for the Cox Entities*

# EXHIBIT 26

**BYLAWS**

**OF THE**

**SOUTHWEST CABLE COMMUNICATIONS**  
**ASSOCIATION, INC.**

**(AN ARIZONA NONPROFIT CORPORATION)**

## ARTICLE I

### NAME AND LOCATION

#### Section 1. - Name

The name of this corporation, as stated in the Articles of Incorporation, is the Southwest Cable Communications Association, Inc., hereinafter referred to as the "Association."

#### Section 2. - Location

The principal office of the Association shall be located in Phoenix, Arizona. The Association may also have offices at such other places as the Board of Directors may from time to time designate.

## ARTICLE II

### OBJECTIVES

#### Section 1. - Objectives

The objectives of this Association as stated and in addition to those stated in the Articles of Incorporation are:

- a. To foster and promote the development of cable television service.
- b. To promote cooperation and understanding among its members.
- c. To encourage and promote high standards of service and conduct which will be for the best interest of the public and the cable television industry.
- d. To protect its members in every lawful manner from unjust attacks and exactions and to advance their mutual interests.
- e. To disseminate information and broaden the public understanding of the industry's role in the community and to provide leadership in maintaining a positive image of the industry within the community.
- f. In general, to carry on any operation or activity in connection with the foregoing objects and purposes and to have and exercise all the powers conferred by the laws of the States of Arizona, New Mexico, and/or Nevada upon nonprofit corporations formed under the laws of such State,

and to do any and all things hereinbefore set forth to the same extent as natural persons might or could do.

**ARTICLE III**  
**MEMBERSHIP**

Section 1. - Membership

The membership of this Association shall consist of Active, Associate, and Honorary Members.

Section 2 - Active Members

- a. Active Members of this Association shall be duly licensed cable television systems under Arizona, New Mexico, and/or Nevada or Federal authority serving communities and areas in the States of Arizona, New Mexico, and/or Nevada. For the purposes hereof, a cable television system is defined as an individual, firm, company, group or corporation engaged in the business of providing television service as defined by Federal Law.
- b. To qualify as an Active Member, an individual, firm, company, group or corporation must be actively engaged in the operation of and control at least 51% ownership of a licensed cable television system(s) within the States of Arizona, New Mexico, and/or Nevada, and the individual, firm, company, group or corporation was not an incumbent local or exchange carrier of local telephone service provider in Arizona, New Mexico, and/or Nevada on February 8, 1996.

Section 3. - Associate Members

An Associate Member shall be any individual, firm, group or corporation engaged in the manufacture or distribution of equipment or material used in cable television systems or otherwise interested in cable television.

Section 4. - Honorary Members

An Honorary Member shall be an individual who is not eligible for Active or Associate membership but, because of his outstanding contributions to the cable television industry, shall be deemed worthy of this honor and shall be so elected by a unanimous vote of the Board of Directors. Nominations for election to Honorary Membership shall be proposed in writing and submitted to the members of the Board of Directors at least thirty (30) days prior to the meeting of the Board at which they may be elected. Honorary Members shall not be required to pay dues.

# EXHIBIT 27



[Home](#)

[Board of Directors](#)

[News](#)

[Pioneer Hall of Fame](#)

[Scholarship](#)

[Membership](#)

[Upcoming Events](#)



## Board of Directors

**2015 President:** Michael Zarrilli, Suddenlink, St. Louis, Missouri

**President-Elect:** Steven Gerber, Charter

**Secretary/Treasurer:** Stuart Roberts, Baja Broadband

**Past President:** John Christopher, Comcast NM

**Associate Representatives:**

Mike Kim, pivot

Lora Radicke, RF Data Cable

Susanna Kilby, Fox Networks

**Directors-At-Large:**

Susan Anable, Cox Communications

Michael Bolognini, Cox Communications

Marla Bowen, Mediacom

Stephen Brideau, Cable ONE

Chris Dunkeson, Comcast

Dennis Edwards, Cable ONE

Marian Jackson, Charter

Mark Merritt, Comcast

Terry Mullins, PVT Networks

John Schurz, Orbitel/Western Broadband

Jane Shanley, Cable One NM

Dan Spoelman, Suddenlink

John Wolfe, Cox Communications

**Executive Director**

Susan Bitter Smith

A surprisingly easy drag & drop site creator. [Learn more.](#)

Sign Up Free

# EXHIBIT 28



One East Washington Street, Suite 1200, Phoenix, AZ 85004-2568 • 602.650.2000

October 15, 2015

Edward F. Novak  
(602) 650-2020  
(602) 532-7128 Direct Fax  
enovak@polsinelli.com

Via Hand Delivery

Paul Ahler  
Attorney General's Office  
1275 West Washington St.  
Phoenix, AZ 85007

**Re: Susan Bitter Smith**

Dear Paul,

Enclosed is a CD that contains the lobbyist registration information requested from Susan Bitter Smith and correspondence from Southwest Cable Communications Association for the years 2012 -2015. The images are numbers 001-303.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Novak', written over the word 'Sincerely'.

Edward F. Novak

EFN:ec

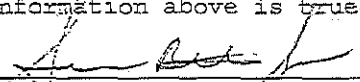
Encl.

# CURRENT LOBBYIST & EMPLOYEE REGISTRATIONS FOR PRINCIPAL/PUBLIC BODY

As of November 25, 2014 for term 2015 - 2016

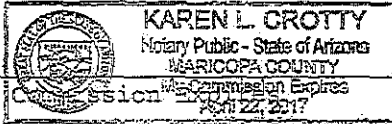
PPB ID	TYPE	NAME	ADDRESS
100116	PRN	SOUTHWEST CABLE COMMUNICATIONS ASSOCIATION	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018
LOB ID	TYPE	LOBBYIST/EMPLOYEE NAME	LOBBYIST/EMPLOYEE ADDRESS
3100137	DL	SMITH, SUSAN BITTER	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018

I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

  
 \_\_\_\_\_  
 Signature of Designated / Designated Public Lobbyist

STATE OF Arizona )  
 COUNTY OF Maricopa ) ss

SUBSCRIBED AND SWORN TO (Affirmed) before me this 2nd day of December, 2014

  
 My Commission Expires 12/22/2017

  
 \_\_\_\_\_  
 Notary Public

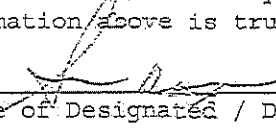
BITTER\_SMITH\_000001

# CURRENT LOBBYIST & EMPLOYEE REGISTRATIONS FOR PRINCIPAL/PUBLIC BODY

As of November 25, 2014 for term 2015 - 2016

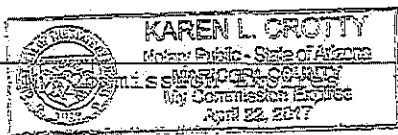
PFB ID	TYPE	NAME	ADDRESS
100929	PRN	TECHNICAL SOLUTIONS	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018
LOS ID	TYPE	LOBBYIST/EMPLOYEE NAME	LOBBYIST/EMPLOYEE ADDRESS
3100137	DL	SMITH, SUSAN BITTER	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018

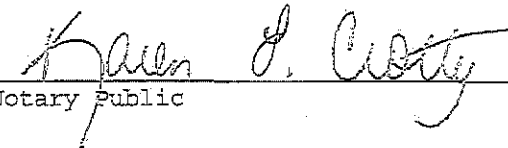
I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

  
 \_\_\_\_\_  
 Signature of Designated / Designated Public Lobbyist

STATE OF Arizona )  
 COUNTY OF Maricopa ) ss

SUBSCRIBED AND SWORN TO (Affirmed) before me this 2nd day of December, 2014



  
 \_\_\_\_\_  
 Notary Public

BITTER\_SMITH\_000002

APP0638

11/26/2013

# Arizona Secretary of State Lobbyist Registration Form 2014 Term

Name	ID	Address	Phone
SMITH, SUSAN BITTER	3100137	4350 E CAMELBACK RD STE G-200 PHOENIX, AZ 85018	602-955-4122

Referenced Principals or Public Bodies

Type	ID	Name
DL	100116	SOUTHWEST CABLE COMMUNICATIONS ASSOCIATION
DL	100929	TECHNICAL SOLUTIONS

I HAVE READ THE LOBBYIST HANDBOOK

I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

[Signature]  
Signature of Designated/Designated Public Lobbyist/Lobbyist for Compensation

SUBSCRIBED AND SWORN TO (Affirmed) before me this 2nd day of December yr 2013.

**CAREN L. CROTTY**  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Commission Expires  
April 22, 2017  
My Commission Expires

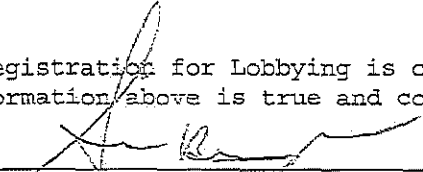
[Signature]  
Notary Public

# CURRENT LOBBYIST & EMPLOYEE REGISTRATIONS FOR PRINCIPAL/PUBLIC BODY

As of November 16, 2012 for term 2013 - 2014

PPB ID	TYPE	NAME	ADDRESS
100116	PRN	AZ-NM CABLE COMMUNICATIONS ASSN	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018
LOB ID	TYPE	LOBBYIST/EMPLOYEE NAME	LOBBYIST/EMPLOYEE ADDRESS
3100137	DL	SMITH, SUSAN BITTER	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018

I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

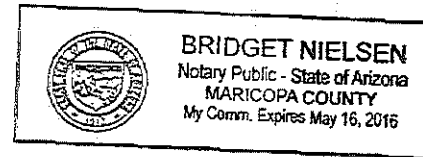
  
 \_\_\_\_\_  
 Signature of Designated / Designated Public Lobbyist

STATE OF Arizona )  
 COUNTY OF Maricopa ) ss

SUBSCRIBED AND SWORN TO (Affirmed) before me this 5<sup>th</sup> day of December, 2012

May 16, 2016  
 My Commission Expires

  
 \_\_\_\_\_  
 Notary Public



BITTER\_SMITH\_000004

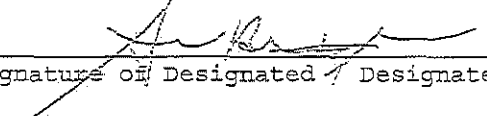


# CURRENT LOBBYIST & EMPLOYEE REGISTRATIONS FOR PRINCIPAL/PUBLIC BODY

As of November 16, 2012 for term 2013 - 2014

PPB ID	TYPE	NAME	ADDRESS
100929	PRN	TECHNICAL SOLUTIONS	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018
LOB ID	TYPE	LOBBYIST/EMPLOYEE NAME	LOBBYIST/EMPLOYEE ADDRESS
3100137	DL	SMITH, SUSAN BITTER	4350 E CAMELBACK RD STE G-200 PHOENIX AZ 85018

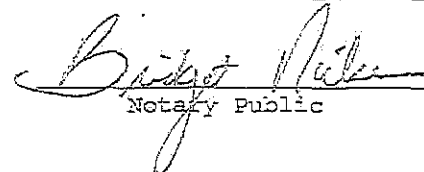
I, the undersigned, being duly sworn, state that this Registration for Lobbying is complete and that to the best of my knowledge and belief the information above is true and correct.

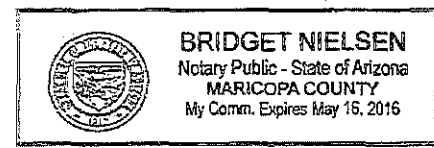
  
 \_\_\_\_\_  
 Signature of Designated / Designated Public Lobbyist

STATE OF Arizona )  
 COUNTY OF Maricopa ) ss

SUBSCRIBED AND SWORN TO (Affirmed) before me this 6<sup>th</sup> day of December, 2012

May 16, 2016  
 My Commission Expires

  
 \_\_\_\_\_  
 Notary Public



BITTER\_SMITH\_000005



Arizona-New Mexico  
Cable Communications Association

Susan Bitter Smith  
Executive Director

## MEMORANDUM

TO: AZ-NMCCA Active, Parent & Associate Members

FROM: Susan Bitter Smith

RE: 2012 AZ-NMCCA Scholarships

DATE: February 27, 2012

---

Our scholarship program continues to be a success, and we are pleased to continue the program for 2012. Enclosed you will find an application for you and/or your employees for this year's awards.

Please note that any employee or dependent of an employee of an AZ-NMCCA member is eligible. The scholarship award is to an individual pursuing a degree program in an accredited junior college, college, or university within Arizona or New Mexico unless they are pursuing a degree program not available in either state. **Also, please note that applications received without transcripts will not be able to be considered.**

Applications are due by March 30, 2012 and should be mailed to the AZ-NMCCA office. Please feel free to make copies of the application form or call the AZ-NMCCA office for additional forms. The form is also available on the Association's web site [www.azcable.org](http://www.azcable.org).

SBS:kc  
Enclosure

## MEMORANDUM

TO: AZ-NMCCA Active, Parent & Associate Members  
FROM: Susan Bitter Smith  
RE: 2012 AZ-NMCCA Scholarships  
DATE: February 27, 2012

---

Our scholarship program continues to be a success, and we are pleased to continue the program for 2012. Enclosed you will find an application for you and/or your employees for this year's awards.

Please note that any employee or dependent of an employee of an AZ-NMCCA member is eligible. The scholarship award is to an individual pursuing a degree program in an accredited junior college, college, or university within Arizona or New Mexico unless they are pursuing a degree program not available in either state. **Also, please note that applications received without transcripts will not be able to be considered.** Applications are due by March 30, 2012 and should be mailed to the AZ-NMCCA office. Please feel free to make copies of the application form or call the AZ-NMCCA office for additional forms. The form is also available on the Association's web site [www.azcable.org](http://www.azcable.org).

SBS:kc  
Enclosure



SUSAN BITTER SMITH - EXECUTIVE DIRECTOR

## OFFICIAL CALL TO ANNUAL MEETING

TO: SWCCA Active & Parent Members  
FROM: Lisa Lovallo, President  
DATE: December 12, 2013

The Annual Business Meeting of the Southwest Cable Communications Association is officially called for Wednesday, February 12, 2014, at the Talking Stick Resort in Scottsdale, Arizona. Please note that the election of officers and the directors-at-large will be held on Wednesday, February 12<sup>th</sup> at 9:00 a.m. All of the regular business items on the agenda will be discussed following the election.

The election procedure, as prescribed in Article VIII, Section 6 of the SWCCA Bylaws, reads as follows:

"Voting by either voice vote or secret ballot shall be conducted and supervised by the outgoing President. All votes allocated to each member company must be cast in person by the member company's single designee or multiple designees. For the purposes of voting for election of Officers and Directors, each Active Member of the Association shall have one (1) vote per company plus one (1) vote per each full increment of \$350.00 in monthly dues with seven (7) votes being the maximum number of votes allowed per company. Said votes per monthly dues shall be based upon dues amounts submitted in the month immediately preceding the election of Officers and Directors."

A proposed slate of officers and directors from the Nominating Committee will be presented. Additional names may be proposed from the floor.

If you have any questions about the election process, please do not hesitate to contact the Association's Executive Director Susan Bitter Smith at (602) 955-4122.

LL:kc



Arizona-New Mexico  
Cable Communications Association

Susan Bitter Smith  
Executive Director

## MEMORANDUM

TO: SWCCA (formerly AZ-NMCCA) Active, Parent & Associate Members  
FROM: Susan Bitter Smith  
RE: 2013 SWCCA Scholarships  
DATE: February 22, 2013

---

Our scholarship program continues to be a success, and we are pleased to continue the program for 2013. Enclosed you will find an application for you and/or your employees for this year's awards.

Please note that any employee or dependent of an employee of a SWCCA member is eligible. The scholarship award is to an individual pursuing a degree program in an accredited junior college, college, or university within Arizona, New Mexico, or Nevada unless they are pursuing a degree program not available in those states. **Also, please note that applications received without transcripts will not be able to be considered.** Applications are due by March 29, 2013 and should be mailed to the SWCCA office. Please feel free to make copies of the application form or call the SWCCA office for additional forms. The form is also available on the Association's web site [www.azcable.org](http://www.azcable.org).

SBS:kc  
Enclosure



SUSAN BITTER SMITH - EXECUTIVE DIRECTOR

## MEMORANDUM

TO: SWCCA Active, Parent & Associate Members

FROM: Susan Bitter Smith

RE: 2014 SWCCA Scholarships

DATE: March 14, 2014

---

Our scholarship program continues to be a success, and we are pleased to continue the program for 2014. Enclosed you will find an application for you and/or your employees for this year's awards.

Please note that any employee or dependent of an employee of a SWCCA member is eligible. The scholarship award is to an individual pursuing a degree program in an accredited junior college, college, or university within Arizona, New Mexico, or Nevada unless they are pursuing a degree program not available in those states. **Also, please note that applications received without transcripts will not be able to be considered.** Applications are due by April 18, 2014 and should be mailed to the SWCCA office. Please feel free to make copies of the application form or call the SWCCA office for additional forms. The form is also available on the Association's web site [www.swcable.org](http://www.swcable.org).

SBS:kc  
Enclosure



SUSAN BITTER SMITH - EXECUTIVE DIRECTOR

## OFFICIAL CALL TO ANNUAL MEETING

TO: SWCCA Active & Parent Members  
FROM: John Christopher, President  
DATE: January 12, 2015

The Annual Business Meeting of the Southwest Cable Communications Association is officially called for Wednesday, February 11, 2015, at the Talking Stick Resort in Scottsdale, Arizona. Please note that the election of officers and the directors-at-large will be held on Wednesday, February 11<sup>th</sup> at 9:00 a.m. All of the regular business items on the agenda will be discussed following the election.

The election procedure, as prescribed in Article VIII, Section 6 of the SWCCA Bylaws, reads as follows:

"Voting by either voice vote or secret ballot shall be conducted and supervised by the outgoing President. All votes allocated to each member company must be cast in person by the member company's single designee or multiple designees. For the purposes of voting for election of Officers and Directors, each Active Member of the Association shall have one (1) vote per company plus one (1) vote per each full increment of \$350.00 in monthly dues with seven (7) votes being the maximum number of votes allowed per company. Said votes per monthly dues shall be based upon dues amounts submitted in the month immediately preceding the election of Officers and Directors."

A proposed slate of officers and directors from the Nominating Committee will be presented. Additional names may be proposed from the floor.

If you have any questions about the election process, please do not hesitate to contact the Association's Executive Director Susan Bitter Smith at (602) 955-4122.

JC:kc



SUSAN BITTER SMITH - EXECUTIVE DIRECTOR

## MEMORANDUM

TO: SWCCA Active, Parent & Associate Members  
FROM: Susan Bitter Smith  
RE: 2015 SWCCA Scholarships  
DATE: February 27, 2015

---

Our scholarship program continues to be a success, and we are pleased to continue the program for 2015. Enclosed you will find an application for you and/or your employees for this year's awards.

Please note that any employee or dependent of an employee of a SWCCA member is eligible. The scholarship award is to an individual pursuing a degree program in an accredited junior college, college, or university within Arizona, New Mexico, or Nevada unless they are pursuing a degree program not available in those states. **Also, please note that applications received without transcripts will not be able to be considered.** Applications are due by April 10, 2015 and should be mailed to the SWCCA office. Please feel free to make copies of the application form or call the SWCCA office for additional forms. The form is also available on the Association's web site [www.swcable.org](http://www.swcable.org).

SBS:kc  
Enclosure



# EXHIBIT 29

**Cable Operations and Licensing System (COALS)**

**Cable Search**

Login with COALS Id:

**COALS Kwik Search:**

[Help](#) | [Advanced](#)

**Search & Reporting**

Cable Search

CARs Search

**Profile**

Create COALS Login

CommUnit/NCID:   
 Physical System Id:   
 State:   
 Community Name:   
 County Name:   
 Company Name:   
 (Check this box for wildcards on Company Name)

State:   
 Filing Types:   
 Start Date:  End Date:

Use This Side to Query Filings by Dates

Start » CompanyList (COX COMMUNICATIONS ARIZONA, LLC) »

PSID	Community Unit	County Name	Community Name	Legal Name
000709	AZ0143	MARICOPA	WICKENBURG	COX COMMUNICATIONS ARIZONA, LLC C/O MR. RICK STETSON 6305 PEACHTREE DUNWOODY ROAD ATLANTA, GA, 30328
	AZ0379	MARICOPA	MARICOPA COUNTY (W)	COX COMMUNICATIONS ARIZONA, LLC
001651	AZ0011	COCHISE	DOUGLAS	COX COMMUNICATIONS ARIZONA, LLC
	AZ0300	COCHISE	DOUGLAS	COX COMMUNICATIONS ARIZONA, LLC
002288	AZ0066	COCHISE	BENSON	COX COMMUNICATIONS ARIZONA, LLC
	AZ0130	PIMA	PIMA	COX COMMUNICATIONS ARIZONA, LLC
	AZ0134	PIMA	GREEN VALLEY	COX COMMUNICATIONS ARIZONA, LLC
	AZ0159	PIMA	TUCSON	COX COMMUNICATIONS ARIZONA, LLC
	AZ0190	PIMA	DAVIS-MONTHAN AFB	COX COMMUNICATIONS ARIZONA, LLC
	AZ0216	PIMA	SOUTH TUCSON	COX COMMUNICATIONS ARIZONA, LLC
	AZ0250	PIMA	SANTA RITA BEL AIRE	COX COMMUNICATIONS ARIZONA, LLC
	AZ0280	COCHISE	SAINT DAVID	COX COMMUNICATIONS ARIZONA, LLC
	AZ0281	PIMA	PIMA	COX COMMUNICATIONS ARIZONA, LLC
	AZ0345	PIMA	SAHUARITA	COX COMMUNICATIONS ARIZONA, LLC
002699	AZ0018	COCHISE	SIERRA VISTA	COX COMMUNICATIONS ARIZONA, LLC
	AZ0046	COCHISE	HUACHUCA CITY	COX COMMUNICATIONS ARIZONA, LLC
	AZ0060	COCHISE	SIERRA VISTA	COX COMMUNICATIONS ARIZONA, LLC
	AZ0088	COCHISE	TOMBSTONE	COX COMMUNICATIONS ARIZONA, LLC

# EXHIBIT 30

**Cable Operations and Licensing System (COALS)**

**COALS Kwik Search:**

[Help](#) | [Advanced](#)

**Search & Reporting**

[Cable Search](#)

[CARs Search](#)

**Profile**

[Create COALS Login](#)

**Cable Search**

CommUnit/NCID:   
 Physical System Id:   
 State:   
 Community Name:   
 County Name:   
 Company Name:   
 (Check this box for wildcards on Company Name)

Login with COALS Id:

State:

Filing Types:

Start Date:  End Date:

Use This Side to Query Filings by Dates

Start » CompanyList (COMCAST OF ARIZONA, LLC) »

PSID	Community Unit	County Name	Community Name	Legal Name
008124	AZ0089	PIMA	TUCSON ESTATES	COMCAST OF ARIZONA, LLC One Comcast Center 1701 JFK Blvd Philadelphia, PA, 19103
	AZ0099	PIMA	PIMA	COMCAST OF ARIZONA, LLC
	AZ0158	PIMA	ORO VALLEY	COMCAST OF ARIZONA, LLC
	AZ0299	PIMA	MARANA	COMCAST OF ARIZONA, LLC
	AZ0327	PIMA	YAQUI IND COMMUNITY	COMCAST OF ARIZONA, LLC
	AZ0370	PIMA	CITY OF TUSCON	COMCAST OF ARIZONA, LLC
	AZ0371	PINAL	PINAL COUNTY	COMCAST OF ARIZONA, LLC

# EXHIBIT 31

**Cable Operations and Licensing System (COALS)**

**COALS Kwik Search:**

[Help](#) | [Advanced](#)

**Search & Reporting**

Cable Search

CARs Search

**Profile**

Create COALS Login

**Cable Search**

CommUnit/NCID:   
 Physical System Id:   
 State:   
 Community Name:   
 County Name:   
 Company Name:   
 (Check this box for wildcards on Company Name)

Login with COALS Id:

State:

Filing Types:

Start Date:  End Date:

Use This Side to Query Filings by Dates

Start 

PSID	Community Unit	County Name	Community Name	Legal Name
001653	AZ0041	GILA	PAYSON	NPG CABLE, LLC 520 MARYVILLE CENTRE DRIVE SUITE 300 ST. LOUIS, MO, 63141
	AZ0064	GILA	PINE	NPG CABLE, LLC
	AZ0065	GILA	STRAWBERRY	NPG CABLE, LLC
	AZ0256	COCHISE	STAR VALLEY	NPG CABLE, LLC
	AZ0383	GILA	GILA COUNTY	NPG CABLE, LLC
002576	AZ0107	COCONINO	SEDONA	NPG CABLE, LLC
	AZ0108	YAVAPAI	SEDONA	NPG CABLE, LLC
	AZ0166	YAVAPAI	CAMP VERDE	NPG CABLE, LLC
	AZ0167	YAVAPAI	VERDE VILLAGE	NPG CABLE, LLC
	AZ0174	YAVAPAI	OAK CREEK VILLAGE	NPG CABLE, LLC
	AZ0186	YAVAPAI	MONTEZUMA LAKES	NPG CABLE, LLC
	AZ0187	COCONINO	PINEWOOD	NPG CABLE, LLC
	AZ0204	YAVAPAI	COTTONWOOD	NPG CABLE, LLC
	AZ0335	COCONINO	SEDONA	NPG CABLE, LLC
	AZ0336	YAVAPAI	SEDONA	NPG CABLE, LLC
	003591	AZ0013	COCONINO	FLAGSTAFF
005111	AZ0329	LA PAZ	EHRENBERG	NPG CABLE, LLC
006155				

# EXHIBIT 32

**Cable Operations and Licensing System (COALS)**

**COALS Kwik Search:**

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**Search & Reporting**

[Cable Search](#)

[CARs Search](#)

**Profile**

[Create COALS Login](#)

**Cable Search**

CommUnit/NCID:   
 Physical System Id:   
 State:   
 Community Name:   
 County Name:   
 Company Name:   
 (Check this box for wildcards on Company Name)

Login with COALS Id:    
 State:   
 Filing Types:   
 Start Date:  End Date:

Use This Side to Query Filings by Dates

Start

PSID	Community Unit	County Name	Community Name	Legal Name
005832	AZ0019	YUMA	YUMA	TIME WARNER CABLE PACIFIC WEST LLC 13820 SUNRISE VALLEY DRIVE HERNDON, VA, 20171
	AZ0035	YUMA	YUMA	TIME WARNER CABLE PACIFIC WEST LLC
	AZ0039	YUMA	SOMERTON	TIME WARNER CABLE PACIFIC WEST LLC
	AZ0106	YUMA	YUMA PROVING GROUNDS	TIME WARNER CABLE PACIFIC WEST LLC
	AZ0165	YUMA	SAN LUIS	TIME WARNER CABLE PACIFIC WEST LLC
	AZ0333	YUMA	MARINE CORPS AIR STA	TIME WARNER CABLE PACIFIC WEST LLC