

December 20, 2011

Via Overnight Courier

Secretary Alabama Public Service Commission 100 N Union Street RSA Union Montgomery, Alabama 32104

Re: Communication Telefonicas Latinas Corp Docket 31709 Compliance Tariff PSC Alabama No. 1

Filed Dec 21, 2011

Ladies and Gentlemen:

On behalf of Communication Telefonicas Latinas Corp ("CTLC"), transmitted herewith is an original plus ten (10) copies of its Tariff PSC Alabama No. 1. CTLC's PSC Alabama No. 1 is filed in compliance with the Commission's November 29, 2011 Report and Order in Docket 31709. PSC Alabama No. 1 is filed with an effective date of December 29, 2011, on 30 days' notice, pursuant to the Commission's Report and Order.

An additional copy of this transmittal letter is enclosed herewith, to be date-stamped and returned in the postage prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted, Jonathan S. Marashlian **Regulatory** Counsel

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EMAIL MAIL

MARASHLIAN & DONAHUE, LLC

| LEPHONE: (703) 714-1300 | THE COMMLAW GROUP | |
|---------------------------|------------------------|--|
| FACSIMILE: (703) 714-1330 | 1420 SPRING HILL ROAD | |
| @COMMLAWGROUP.COM | SUITE 401 | |
| V.COMMLAWGROUP.COM | MCLEAN, VIRGINIA 22102 | |
| | | |
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COMMUNICATION TELEFONICAS LATINAS CORP

ALABAMA TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Communication Telefonicas Latinas Corp**, with principal offices at 3050 Royal Boulevard South, Suite 115, Alpharetta, Georgia 30022.

This tariff applies for services furnished within the State of Alabama. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

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

- (C) Change in Rule or Regulation.
- **(D)** Delete or discontinue.
- (I) Change Resulting in an increase to a customer's bill.
- (M) Moved to or from another tariff location.
- **(N)** New
- (R) Change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

APSC - Refers to the Alabama Public Service Commission.

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

Carrier or Company - Communication Telefonicas Latinas Corp, unless otherwise indicated by the context.

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

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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2.1 Undertaking of the Company

Communication Telefonicas Latinas Corp offers intrastate service originating at specified points within the state of Alabama under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- **2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- **2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- **2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- **2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with APSC Rule T-5 (C)(3) regulations and any other applicable law.
- **2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- **2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- **2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company 's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

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2.8 Cancellation by the Company

Without incurring liability, upon 5 days written notice to the customer, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

- **2.8.1** For nonpayment of any regulated sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2 For violation of any of the provisions of this tariff,
- **2.8.3** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- **2.8.4** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the APSC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

Communication Telefonicas Latinas Corp 3050 Royal Boulevard South, Suite 115 Alpharetta, Georgia 30022 (866) 814-9381

Customers who are dissatisfied with the response to their complaint may contact the Alabama Public Service Commission for resolution of the issues at the following address:

Alabama Public Service Commission 100 N. Union Street, Suite 850 PO Box 304260 Montgomery, AL 36130 (334) 242-5983 (800) 392-8050 Fax (334) 242-0785

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2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Alabama Public Service Commission and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

A. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth herein.

It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control; or by any equipment or facilities furnished by the customer and connected to the Company's facilities.

- B. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- C. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.
- D. The customer shall be credited for an interruption of a continuous duration of less than twenty-four (24) hours as follows:

Credit Formula:

Credit = $A/720 \times C$

"A" – outage time in hours

"720" – total hours in month

"C" – total monthly charge for affected facility

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2.13 800/888/877/866 Numbers

- 2.13.1 The Company will make every effort to reserve "800/888/877/866" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800/888/877/866" number(s) will be available or assigned to the customer requesting the number.
- **2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- **2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Long Distance Service

Company offers the following service plan. Rates listed in this tariff are for in-state calls only.

3.1.1 Basic Plan

Rate per minute: \$0.12 Plan is billed in full minute increments. Monthly fee: \$5.95

3.2 Directory Assistance

\$0.60/call

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SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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SECTION 5 - PROMOTIONS

5.1 **Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Alabama Public Service Commission.

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