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June 29, 2012

VIA E-MAIL AND HAND DELIVERY

Luly Massaro
Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: Docket No. 3735 – In the Matter of the Application of YMax Communications Corp. to Revise Carrier-to-Carrier Tariff

Dear Luly:

Enclosed please find for filing in the above-referenced matter an electronic copy and an original and nine (9) copies (by hand) of the Motion of the AT&T Entities to Reopen the Proceeding of YMax Communications Corp. Regarding the Automatic Approval of the Tariff Application.

Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

BROWN RUDNICK LLP

By: 
Michael R. Dolan

/dm

Enclosure

cc: Leo Wold, Esq. (w/enclosure) **(via E-Mail)**
Brian Kent (w/enclosure) **(via E-Mail)**
Cynthia Wilson-Frias, Esq. (w/enclosure) **(via E-Mail)**
Sharon Thomas (w/enclosure)
(via E-Mail and by Certified Mail, Return Receipt Requested)

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION

In the Matter of:)
Application of YMax Communications Corp.) Docket No. 3735
to Revise Carrier-to-Carrier Tariff.)

**MOTION OF THE AT&T ENTITIES TO REOPEN
THE PROCEEDING OF YMAX COMMUNICATIONS CORP. REGARDING THE
AUTOMATIC APPROVAL OF THE TARIFF APPLICATION**

Introduction

AT&T Rhode Island, AT&T Communications of Rhode Island, Inc., and TCG Rhode Island ("the AT&T Entities"), by their attorneys, and pursuant to Section 1.26 of the Rhode Island Public Utilities Commission's ("Commission") rules, move to reopen the automatic approval of the captioned tariff application and request that the Commission order its Staff to further investigate the application.

On June 19, 2012 the Commission issued its notice to hold an Open Meeting on June 21, 2012 for the purpose of discussing Local and Competitive Telecommunications Service Providers Review of tariff filings(s) to implement the FCC's Order Step 1 Transitional Intrastate Switched Access as submitted by several companies. The Commission has not yet issued its decision regarding the YMax tariff filing and therefore it is permissible for AT&T to request the reopening of this proceeding. Several aspects of the YMax tariff application are in direct contravention of the FCC's recent orders in its access reform docket and are, therefore, contrary to the public interest. The proposed tariff amendments should not be approved. To that end, the automatic approval of the tariff application filed on June 1, 2012 should be suspended.

YMax is asking this Commission for authority to charge for access functions that YMax does not provide. YMax has already raised similar proposals with the FCC, and the FCC has soundly rejected them. This Commission should do the same.

The FCC Orders

On November 8, 2011, the FCC issued its Order Reforming Inter-carrier Compensation and the Universal Service Fund ("FCC USF-ICC Order").¹ As part of the inter-carrier compensation portion of the order, the FCC adopted a prospective transitional compensation framework for VoIP – PSTN traffic.² Although, prior to the issuance of the FCC USF-ICC Order, there was significant debate among carriers regarding the nature and appropriate compensation of VoIP-PSTN traffic, in its Order the FCC made clear that VoIP-PSTN traffic is access compensable within the framework of §251(b)(5). Specifically, the Order adopted the *interstate* access rate as the default rate to be charged for all VoIP-PSTN traffic, originating and terminating.³ Consistent with the FCC's intent that its new regime for intercarrier compensation be symmetrical, 47 CFR §51.913(b) specifically provides:

[A] local exchange carrier shall be entitled to assess and collect the full Access Reciprocal Compensation charges prescribed by this subpart that are set forth in a local exchange carrier's Interstate or intrastate tariff for access services defined in §51.903 regardless of whether the local exchange carrier itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of service . . . or a non-

¹ *Connect America Fund et al.*, WC Docket No. 10-90, et al., Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, 26 FCC Rcd 17663 (2011) ("FCC's USF-ICC Order")

² In its Order, the FCC defined this traffic as "traffic exchanged over PSTN facilities that originates or terminates in IP format." *Id.*, at ¶ 940.

³ FCC Order at ¶ 961. AT&T notes that on April 25, 2012, the FCC issued its *Second Order on Reconsideration*, FCC 12-47, released April 25, 2012 ("*Second Order*") modifying the FCC Order regarding the intercarrier compensation for *originating* VoIP-PSTN traffic. Pursuant to the new rule, carriers will be allowed to set the default rate for intraLATA *originating* VoIP-PSTN traffic at their existing intrastate rate until June 30, 2014, rather than the interstate rate required by the original FCC Order. The new rule, which is prospective only, and which will become effective forty-five (45) days after the May 29, 2012 publication of the Second Order in the Federal Register, does not modify 47 CFR §51.913(b).

interconnected VoIP service . . . that does not itself seek to collect Access Reciprocal Compensation charges prescribed by this subpart for that traffic.

However, §51.913(b) is equally clear that:

This rule does not permit a local exchange carrier to charge for functions not performed by the Local exchange carrier itself or the affiliated or unaffiliated provider of interconnected VoIP service.

In support of this provision, the FCC cited its own decision in *AT&T v. Ymax*, 26 FCC Rcd at 5757, 5759-59, ¶¶41, 44 & n.120, finding that "although access services might functionally be accomplished in different ways depending upon the network technology, the right to charge does not extend to functions not performed by the LEC or its retail VoIP service provider partner."⁴

In an ex parte letter to the FCC dated February 3, 2012, YMax sought clarification regarding the FCC's symmetrical compensation scheme involving access charges among carriers. Specifically, YMax sought confirmation that under the new VoIP-PSTN symmetry rule, "a LEC is performing the functional equivalent of ILEC access service and therefore entitled to charge the full 'benchmark' rate level, whenever it is providing telephone numbers and some portion of the interconnection with the PSTN, *and regardless of how or by whom the last-mile transmission is provided.*" See Attachment A (February 3, 2012 Ex Parte letter to the FCC) (emphasis added).

YMax acknowledges that the FCC's USF-ICC order would not support YMax's interpretation; "[J]udging from the paragraphs of the YMax Order that it references, the Commission might appear to be suggesting that if the physical transmission facilities connecting the IXC and the VoIP service customer are provided in part by one or more unrelated ISPs (as is the case with YMax or 'over-the-top' VoIP providers such as Skype or Vonage), then the LEC and its VoIP service partner are not performing the 'access' function and cannot charge for it." *Id.* Nevertheless, YMax argues that comments in support of the VoIP-PSTN symmetry rule,

⁴ FCC Order at ¶970, note 2028.

together with revisions to rule 61.26(f)⁵ regarding a CLEC's ability to collect access charges for delivering interstate traffic to the called number, support its argument that a carrier can collect switched access charges regardless of whether it provides the end-office switching function required to deliver the call to the called number. *Id.*

On February 27, 2012, the FCC expressly rejected YMax's claim that it be permitted to charge switched access rates regardless of whether it actually provided the end-office functions in question:

Stated differently, YMax seeks guidance from the Commission as to whether the revised rule language in Part 61, specifically, section 61.26(f) permits a competitive LEC to tariff and charge the full benchmark rate even if it includes functions that neither it nor its VoIP retail partner are actually providing. YMax assert that the purpose of the commission's revisions to section 61.26(f) was to 'defin[e] the minimum access functionality necessary in order for a CLEC to be allowed to collect access charges at the full benchmark level under the VoIP-PSTN symmetry rule.' We disagree. The Commission revised section 61.26(f) to reflect the change in the tariffing process to implement the VoIP symmetry rule, which included limitations to prevent double billing. Interpreting the rule in the manner proposed by YMax could enable double billing. The Commission made clear in adopting the VoIP-symmetry rule that it intended to prevent double billing and charging for functions not actually provided. Indeed, section 51.913(b) expressly states that '[t]his rule does *not* permit a local exchange carrier to charge for functions not performed by the local exchange carrier itself or the affiliated or unaffiliated provider of interconnected VoIP service or non-interconnected VoIP service.'" ⁶

The YMax Tariff Application

Despite the fact that the FCC's February 27, 2012 Order soundly rejected YMax's proposed interpretation of the VoIP-PSTN switched access compensation scheme, YMax filed proposed revisions to its Rhode Island switched access tariff with this Commission on June 1, 2012, again asserting the (now-rejected) position that local exchange carriers may charge access

⁵ 47 C.F.R. §61.26(f).

⁶ *YMAX Clarification Order*, DA 12-298, released on February 27, 2012, at ¶4, included as Attachment B, quoting Attachment A, and also quoting the FCC's USF-ICC order at para. 970; *see also* 47 C.F.R. §§ 51.913, 61.26(f).

rates regardless of whether the carrier actually performs the end-office function of delivering the call to the called number, as evidenced by YMax's proposed revisions to its tariff.

The AT&T Entities object to YMax's proposed tariff revisions. When YMax raised its theories regarding its interpretation of the VoIP-PSTN symmetrical compensation scheme with the FCC via its February 3, 2012, ex parte letter, the FCC flatly rejected YMax's position, characterizing it as an interpretation that "could enable double billing", and citing the Commission's rule that a local exchange carrier may not charge for functions not performed by the carrier itself or by an affiliated or unaffiliated VoIP provider.⁷ Notwithstanding the FCC's unambiguous rejection of its proposal, YMax persists and proposes that this Commission permit it to implement what the FCC has disallowed.

The YMax tariff application includes proposed language that is inconsistent with the FCC's Orders on the appropriate compensation for VoIP-PSTN traffic. The AT&T Entities' primary concern is that YMax has included language that appears to be designed to skirt the FCC's clear policy that "over the top" VoIP providers (i.e., LECs who provide service to end user customers under a contractual arrangement with a VoIP Service Provider) can only recover for those functions provided either by the LEC or by that VoIP Service Provider. While the AT&T Entities recognize that individual carriers may use alternative language to meet underlying tariff requirements, the AT&T Entities' affiliates' experience with YMax, as well as YMax's well documented attempt to interpret the FCC's Order in a manner inconsistent with the FCC's intent, suggests that YMax's application should be suspended and investigated.

YMax proposes a substantial change to the tariff's definition of "End Office Switch." See Exhibit B, First Revised Sheet 7. Part of that definition provides as follows:

⁷ 47 C.F.R. §51.913(b).

The "first point of connection" means there is no other Switch performing these functions between it and the End User, regardless of how the End User obtains its connection to that switch.

This language is contrary to the FCC's rule that a LEC is not permitted to charge for functions it does not perform. Through this language, YMax suggests that it is entitled to charge for end office switching in situations where the VoIP service provider customer obtains connectivity to the VoIP service provider (i.e., the functional equivalent of the loop) by purchasing broadband service from a third, unrelated provider. It is in exactly this situation – where the customer brings their own broadband and neither the LEC nor the VoIP Service Provider furnishes the facilities – where the FCC rule prohibits YMax from seeking compensation.

In section 2.9.3.A.2 of its proposed tariff, Ymax includes this provision:

Switched access charges under this tariff apply to VoIP-PSTN Access Traffic whether the connection to the called or calling party's premises is provided by the Company directly or in conjunction with a Provider of VoIP Service that does not itself seek to collect switched access charges for the same traffic.

Exhibit B, Original Sheet 25.1. This language is also inconsistent with the FCC's orders. 47 CFR § 51.913(b) only allows a LEC to charge full access compensation when the LEC "itself delivers the call to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service or non-interconnected VoIP service." The AT&T Entities are concerned that YMax's choice of the term "in conjunction with" is an attempt eliminate a critical criteria for the determination of what compensation is allowable.

In proposed Section 2.9.3.A.2 of the tariff, YMax continues as follows:

As long as the Company is listed in the database of the Number Portability Administration Center as providing the calling party or dialed number, then the provision by the Company of any portion of the transport or termination of VoIP-PSTN Access Traffic shall be considered the functional equivalent of the access service typically provided by an incumbent local exchange carrier, regardless of the technology or network

structure employed by the Company or the VoIP Service provider to perform that function.

Exhibit B, Original Sheet 25.1. This is language that the FCC has specifically rejected. In its February 3, 2012 ex parte letter to the FCC, YMax sought clarification of its interpretation of the FCC's Order, arguing that it believed a carrier was entitled to charge the full "benchmark" rate level "whenever it is providing telephone numbers and some portion of the interconnection with the PSTN, and regardless of how or by whom the last mile transmission is provided." As explained above, the FCC rejected this interpretation.⁸

Similar cases are pending in Colorado, Maryland, and West Virginia and the Public Utilities Commission have suspended YMax's tariff application and has referred the matter for further investigation.⁹ This Commission should do the same.

⁸ YMax Clarification Order, DA 12-298, adopted February 27, 2012, at ¶ 4.

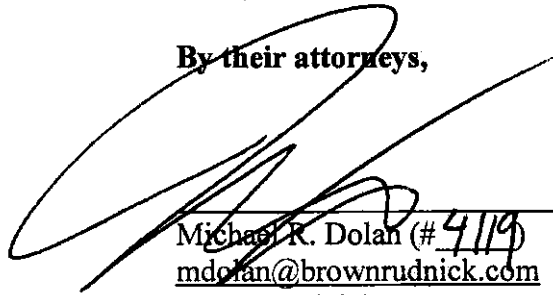
⁹ Order Suspending Effective Date of Tariffs, etc., Public Utilities Commission of Colorado, Docket No. 12AL-461T, Decision No. C12-0521-1, May 16, 2012 (see Attachment C), Maryland Public Service Commission, Case No. 9295, In the Matter of the Dispute Between AT&T Communications of Maryland, LLC, TCG Maryland and YMax Communications Corp. Regarding Revisions to its MD Tariff No. 2 (Switched Access Services)(see Attachment D), Commission letter suspending a portion of proposed YMax tariff revisions, June 21, 2012, . West Virginia Public Service Commission, Case No. 12-0720-T-T, YMax Communications Corp. Tariff filing for revision of current tariff, Commission Suspension Order, June 22, 2012 (see Attachment E). Notably, YMAX has not included the offending language in their Connecticut, Hawaii, Iowa, Missouri, Pennsylvania, and South Carolina tariff filings.

Conclusion

For the foregoing reasons, The AT&T Entities respectfully request that the captioned tariff application be suspended and further investigated in order to determine its compliance with relevant FCC orders.

**AT&T RHODE ISLAND,
AT&T COMMUNICATIONS OF RHODE ISLAND,
INC., and TCG RHODE ISLAND**

By their attorneys,



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Dated: June 29 2012

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of June, 2012 I have served a copy of the within document upon all parties listed below:

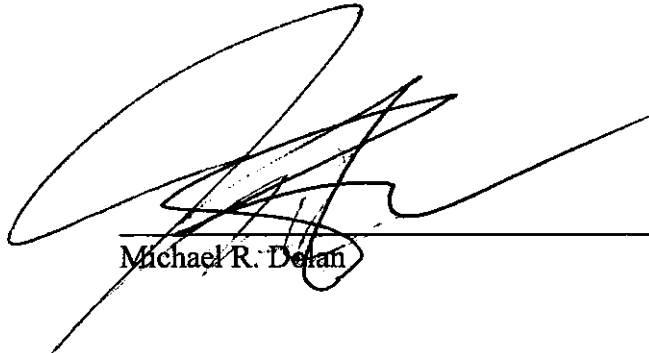
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Michael R. Dehan

ATTACHMENT A

February 3, 2012

Via EFCS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Dear Ms. Dortch:

Re: Written Ex Parte Presentation, WC Docket No. 10-90; GN Docket No. 09-51; WC Docket No. 07-135; WC Docket No. 05-337; CC Docket No. 01-92; CC Docket No. 96-45; WC Docket No. 03-109; WT Docket 10-208

YMax Communications Corp. ("YMax") seeks confirmation that it is properly interpreting the Commission's *Report and Order and Further Notice of Proposed Rulemaking* ("ICC Reform Order" or "Order") in the above-captioned proceedings.¹ Specifically, YMax asks the Commission to confirm that under its new VoIP-PSTN "symmetry" rule, a LEC is performing the functional equivalent of ILEC access service, and therefore entitled to charge the full "benchmark" rate level, whenever it is providing telephone numbers and some portion of the interconnection with the PSTN, and regardless of how or by whom the last-mile transmission is provided.

In the ICC Reform Order the Commission determined that LECs providing wholesale services to retail VoIP providers should be able to collect all the same intercarrier compensation charges as LECs relying entirely on TDM networks, regardless of how the relationship with their retail VoIP service partners is structured and regardless of whether the functions performed or the technology used correspond to those used under a traditional TDM architecture.²

YMax applauds the Commission's ruling, as well as its underlying policy finding that "a symmetric approach to VoIP-PSTN intercarrier compensation is warranted *for all LECs*."³

¹ See *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (ICC Reform Order).

² ICC Reform Order at ¶¶ 968-970, and 47 CFR § 51.913.

³ *Id.* at ¶ 968 (*emphasis added*).

The Commission went on to say, however, that its rules “do not permit a LEC to charge for functions performed neither by itself [n]or its retail service provider partner,” and cited *AT&T Corp. v. YMax Communications Corp.*, 26 FCC Rcd 5742 (2011) (the “*YMax Order*”) as illustrating that situation.⁴ The Commission elaborated in a footnote that “although access services might functionally be accomplished in different ways depending upon the network technology, the right to charge does not extend to functions not performed by the LEC or its retail VoIP service provider partner,”⁵ and codified this exception in the text of its rules.⁶

Judging from the paragraphs of the *YMax Order* that it references, the Commission might appear to be suggesting that if the physical transmission facilities connecting the IXC and the VoIP service customer are provided in part by one or more unrelated ISPs (as is the case with YMax or “over-the-top” VoIP providers such as Skype or Vonage), then the LEC and its VoIP service partner are not performing the “access” function and cannot charge for it.⁷

YMax does not believe that is what the Commission actually ruled, for the reasons outlined below. However, YMax suspects that one or more IXCs may claim that the Commission’s “functions not performed” exception permits them to refuse to compensate YMax for VoIP-PSTN traffic under the ICC Reform Order. Confirming now the proper interpretation of the Order and its implementing regulations in this respect would help prevent disputes, another key goal of the Order.⁸

The central question is this: under the Commission’s new VoIP-PSTN symmetry rule, what is the baseline access function or functions that a CLEC must be performing in order to be allowed to charge the equivalent of full ILEC switched access rates, and without which the “functions not performed” exception applies? YMax believes the answer lies in the industry proposals on which the Commission’s rule was based, and in the revisions to 47 CFR § 61.26 the Commission adopted in order to address this issue.

The VoIP-PSTN symmetry rule is based on proposals filed by several

⁴ *Id.* at ¶ 970 and nn. 2026, 2028. How the new VoIP-PSTN symmetry rule enunciated in the ICC Reform Order should be interpreted and applied prospectively – the subject of this letter -- is an entirely separate matter from the issues decided in the *YMax Order* and currently under reconsideration. YMax does not express any opinion here on the issues being litigated in the complaint proceeding (which concern the parties’ rights and obligations under YMax’s previous tariff language and the pre-Order regime), and is not asking here for any Commission attention or action on those issues outside of that proceeding.

⁵ *Id.* at ¶ 970, n. 2028.

⁶ See 47 CFR § 51.913(b) (“This rule does not permit a local exchange carrier to charge for functions not performed by the local exchange carrier itself or the affiliated or unaffiliated provider of interconnected VoIP service or non-interconnected VoIP service.”).

⁷ See paragraphs 41 and 44, n. 120, of the *YMax Order*, cited in the ICC Reform Order at ¶ 970, n. 2028.

⁸ See, e.g., ICC Reform Order at ¶ 930.

commenting parties and cited in the ICC Reform Order at ¶¶ 968–970.⁹ Under those proposals it is not necessary for either the LEC or its VoIP service partner to be using a TDM-based “end office” switch¹⁰ or providing “loop facilities” or any other physical connection to the VoIP customer¹¹ in order for the LEC to collect full access charges. Even AT&T, which vehemently opposed adoption of the VoIP-PSTN symmetry rule and now seeks to overturn it on appeal,¹² conceded that the proposal ultimately adopted would permit CLECs to collect full benchmark switched access charges “even when those CLECs perform few, if any, of the benchmark functions identified in the Commission’s rules,” and even for “functions actually being performed by ISPs who receive PSTN-to-IP calls from those CLECs and route them over Internet backbones, middle mile facilities, and broadband Internet access connections for termination to customers of “over the top” VoIP services.”¹³

If “few, if any” of the traditional TDM-based ILEC access functions are required in order for a CLEC to collect full access charges on VoIP-PSTN traffic, what is the minimum functionality required? This, too, was addressed by the parties that proposed the symmetry rule, and accepted by the Commission.

In its *August 3 PN* Comments, Level 3 pointed out that “because the access charge rules differentiate between situations in which LECs provide end office functionality and ones in which they provide only transit, it is important for there to be a clear rule as to when a LEC is providing end office functionality and therefore can collect end office switching access charges, either originating or terminating.”¹⁴ Level 3 therefore urged the Commission to “establish a bright-line test that defines a LEC to be eligible to receive end office switched access charges when it is identified in the NPAC database as providing the calling party or dialed number.”¹⁵ In an *ex parte* filing dated September 22, Comcast put that concept into the form of a proposed text change to the existing CLEC benchmark regulation, 47 CFR § 61.26. Specifically, Comcast proposed adding language to paragraph (f) of that regulation stating that “if [a] CLEC is listed in the database of the Number Portability Administration Center as providing the calling party or dialed number, the CLEC may assess a rate equal to the rate that would be charged by the competing ILEC for all exchange access services required to deliver interstate traffic to the called number.”¹⁶

⁹ See, e.g., Comcast *August 3 PN* Comments at 5-8; NCTA *August 3 PN* Comments at 17-19; Time Warner Cable *August 3 PN* Comments at 9-10; Level 3 *August 3 PN* Comments at 21-14; Time Warner Cable-Cox Sept. 21, 2011 *Ex Parte* Letter; Comcast Sept. 22, 2011 *Ex Parte* Letter.

¹⁰ See, e.g., Comcast *August 3 PN* Comments at 7.

¹¹ See, e.g., Level 3 *August 3 PN* Comments at 22.

¹² See *AT&T, Inc., v. FCC and USA*, 10th Cir. No. 11-9591.

¹³ AT&T Oct. 21, 2011 *Ex Parte* Letter at 1-2.

¹⁴ Level 3 *August 3 PN* Comments at 21.

¹⁵ *Id.* at 21-24.

¹⁶ Comcast Sept. 22, 2011 *Ex Parte* Letter.

Similar language was proposed in other filings.¹⁷ The Commission adopted the proposed language in the final rules it promulgated with the Order, revising Section 61.26(f) as follows:

If a CLEC provides some portion of the switched exchange access services used to send traffic to or from an end user not served by that CLEC, the rate for the access services provided may not exceed the rate charged by the competing ILEC for the same access services, except if the CLEC is listed in the database of the Number Portability Administration Center as providing the calling party or dialed number, the CLEC may assess a rate equal to the rate that would be charged by the competing ILEC for all exchange access services required to deliver interstate traffic to the called number.

Although the Commission did not discuss this rule revision in paragraph 970 or anywhere else in the text of its Order, its purpose was clearly to implement the “bright line” rule urged by Level 3, Comcast and others, and to avoid future disputes by expressly defining the minimum access functionality necessary in order for a CLEC to be allowed to collect access charges at the full benchmark level under the VoIP-PSTN symmetry rule.

The Commission also revised the definition of “switched exchange access services” in the CLEC benchmark rule to include

[t]he termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.¹⁸

Putting all the pieces together, it seems beyond dispute that whenever a CLEC is providing “some portion” of the interconnection required to complete VoIP-PSTN calls and is listed in the NPAC database as providing the associated telephone numbers, then the CLEC is providing “switched exchange access services” and may collect the full benchmark rate level. So long as neither the VoIP service provider nor any other provider in the chain is also seeking to collect access charges on the call there is no double-billing problem, and because the CLEC’s rate is benchmarked against the competing ILEC rate the IXC is paying no more to originate or terminate

¹⁷ See, e.g., Comcast/Time Warner Cable/Cox October 5, 2011, *Ex Parte* letter.

¹⁸ 47 CFR § 61.26(a)(3)(ii).

Marlene H. Dortch
February 3, 2012
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the VoIP-PSTN call than it would have paid in an all-TDM scenario – the central policy behind the “symmetry” rule.

In order to avoid costly and disruptive disputes, YMax requests the Commission to confirm that its reading of the Order is correct.

Respectfully submitted,

/s/ John B. Messenger

John B. Messenger
VP – Legal & Regulatory
YMax Communications Corp.
5700 Georgia Ave.
West Palm Beach, FL 33405
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cc: Victoria Goldberg

ATTACHMENT B

YMAX COMMUNICATIONS CORP.

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by YMax Communications Corp. This tariff is on file with the Rhode Island Public Utilities Commission. Copies are available for public inspection during normal business hours at the main office of YMax Communications Corp. at 223 Sunset Avenue, Suite 223, Palm Beach, Florida 33480.

Issued: March 16, 2006

Effective: April 15, 2006

Issued By: Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

Ria0600

CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		26	Original		52	Original
1	Original		27	Original		53	Original
2	1 st Revised	*	28	Original		54	Original
3	Original		29	Original		55	Original
4	Original		30	Original		56	Original
5	1 st Revised	*	31	Original		57	Original
6	1 st Revised	*	32	Original		58	Original
7	1 st Revised	*	33	Original		59	Original
8	Original		34	Original		60	Original
9	Original		35	Original		61	Original
10	1 st Revised	*	36	Original		62	1 st Revised *
11	1 st Revised	*	37	Original		63	1 st Revised *
12	1 st Revised	*	38	Original		64	1 st Revised *
13	Original		39	Original		65	Original
14	Original		40	Original		66	Original
15	Original		41	Original		67	Original
16	Original		42	Original		68	Original
17	Original		43	Original		69	Original
18	Original		44	Original			
19	Original		45	Original			
20	Original		46	Original			
21	Original		47	Original			
22	Original		48	1 st Revised	*		
23	Original		49	1 st Revised	*		
24	Original		50	1 st Revised	*		
25	Original		51	Original			
25.1	Original	*					
25.2	Original	*					
25.3	Original	*					
25.4	Original	*					

* - indicates pages included in this filing

Issued: June 1, 2012

Effective: July 1, 2012

Issued By: Daniel Borislow, CEO and President
5700 Georgia Avenue
West Palm Beach, Florida 33405

EXPLANATION OF SYMBOL

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify an increase.
- (M) To signify text relocated without change.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify a reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.

Issued: March 16, 2006

Effective: April 15, 2006

Issued By: Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

Ria0600

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Issued: March 16, 2006

Effective: April 15, 2006

Issued By: Daniel Borislow, CEO and President
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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

Access Line - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company to the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Office Switches and Switched Access Customers. An Access Tandem may be operated by the Company, or by another Carrier with which the Company is interconnected.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Casual Calling - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Presubscribed customers to utilize the services of the Company.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Central Office - See End Office.

Channel - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination, which may include a virtual or derived path.

CIC - An interexchange carrier identification code.

Commission - Refers to the Rhode Island Public Utilities Commission, unless otherwise indicated.

Company or Carrier - Used throughout this tariff to indicate YMax Communications Corp.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which uses and/or subscribes to the services offered under this tariff, including End Users, Interexchange Carriers (ICs) and other telecommunications carriers and/or providers using VoIP-PSTN Traffic.

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Dedicated Access - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Switch that provides the first point of connection between an End User and the Public Switched Telephone Network (PSTN), that sets up and takes down voice-grade communications paths between an End User and other parties on the PSTN, and that exchanges SS7-compatible signaling with other switches on the PSTN. The "first point of connection" means there is no other Switch performing these functions between it and the End User, regardless of how the End User obtains its connection to that switch.

End User - Any customer of an interstate or foreign telecommunications service and/or VoIP provider that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company=s network. Customers may also route calls to the Company=s network by dialing an access code provided by the Company.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Gbps - Gigabits per second; billions of bits per second.

Host Office - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Non-Recurring Charge (ANRC@) - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more Customer Premises.

Public Switched Telephone Network (or PSTN) - The interconnected network of networks providing voice-grade switched communications service to end users with station addressing based upon the North American Numbering Plan, regardless of the technology or facilities used to provide this service, and regardless of the dialing plan or pattern actually used by a particular caller.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

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 in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff.

Serving Wire Center - A geographic location designated by the Company where Switched Access trunks or other access facilities are terminated for purposes of interconnection to other elements or Switched Access Service provided by the Company.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access - Refers to the services described in Section 3 of this Tariff, including but not limited to Tandem Connect Access, Direct Connect Access and Tandem Switching Access.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

VOIP-PSTN Traffic - Traffic exchanged over PSTN facilities that originates and/or terminates in IP format. See FCC 11-161, ¶ 940.

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YMAX - Refers to YMax Communications Corp., issuer of this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of YMax Communications Corp.,

- 2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** The Company is responsible under this tariff only for the services and facilities provided hereunder, 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.
- 2.1.4** The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 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.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 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.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's 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.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Assignment and Transfer

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Application or Service

Customers may be required to enter into written or oral service orders which shall contain or reference 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.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Liability of the Company

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Liability of the Company (Continued)

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer=s premise resulting from the existence of the Company=s equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B.** providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- C.** obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.C. Any and all costs associated with the 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;
- D.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise 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 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;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Obligations of the Customer (Continued)

2.9.1 (continued)

- E.** 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 rights-of-way for which Customer is responsible under Section 2.9 (c); and granting or obtaining permission for Company agents or employees to enter the premise 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;
- F.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H.** taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I.** ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Obligations of the Customer (Continued)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer (Continued)****2.9.2 (Continued)****C. Jurisdictional Reports**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- .1 Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
- .2 Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
- .3 Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

Issued: March 16, 2006

Effective: April 15, 2006

Issued By: Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

Ria0600

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

D. Jurisdictional Audits

- .1 The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- .2 Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- .3 In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- .4 Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- .5 Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

Issued: March 16, 2006

Effective: April 15, 2006

Issued By: Daniel Borislow, CEO and President
YMax Communications Corp.
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Palm Beach, Florida 33480

Ria0600

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer (Continued)****2.9.3 Identification and Rating of VoIP-PSTN Traffic****A. Scope**

1. VoIP-PSTN Traffic is defined as traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 etc., FCC Release No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.
2. Switched access charges under this tariff apply to VoIP-PSTN Access Traffic whether the connection to the called or calling party's premises is provided by the Company directly or in conjunction with a provider of VoIP Service that does not itself seek to collect switched access charges for the same traffic. As long as the Company is listed in the database of the Number Portability Administration Center as providing the calling party or dialed number, then the provision by the Company of any portion of the transport or termination of VoIP-PSTN Access Traffic shall be considered the functional equivalent of the access service typically provided by an incumbent local exchange carrier, regardless of the technology or network structure employed by the Company or the VoIP Service provider to perform that function.
3. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

Issued: June 1, 2012

Effective: July 1, 2012

Issued By: Daniel Borislow, CEO and President
5700 Georgia Avenue
West Palm Beach, Florida 33405

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer (Continued)****2.9.3 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)****B. Rating of VoIP-PSTN Traffic**

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable interstate switched access rates as specified in Tariff FCC No. 2.

C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection B., above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. The Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate and interstate access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

Issued: June 1, 2012

Effective: July 1, 2012

Issued By: Daniel Borislow, CEO and President
5700 Georgia Avenue
West Palm Beach, Florida 33405

ATTACHMENT C

Decision No. C12-0521-I

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 12AL-461T

IN THE MATTER OF ADVICE LETTER NO. 15 FILED BY YMAX COMMUNICATIONS CORP. TO MAKE REVISIONS TO INCORPORATE THE REQUIREMENTS REGARDING THE TREATMENT TO TOLL VOIP-PSTN TRAFFIC TO BE EFFECTIVE MAY 13, 2012.

**ORDER SUSPENDING EFFECTIVE DATE
OF TARIFFS, REFERRING THE MATTER TO AN
ADMINISTRATIVE LAW JUDGE, AND SETTING
FORTH PROCEDURAL GUIDELINES**

Mailed Date: May 16, 2012

Adopted Date: May 16, 2012

IMPORTANT NOTICE: ANY PERSON DESIRING TO PARTICIPATE ONLY BY MAKING A STATEMENT MAY DO SO BY APPEARING AT THE HEARING. IF YOU DESIRE TO ASK QUESTIONS OF A WITNESS OR OTHERWISE PARTICIPATE AS A PARTY IN THIS RATE MATTER, YOU MUST REQUEST PERMISSION FROM THE COMMISSION TO BE AN INTERVENOR (EVEN IF YOU HAVE ALREADY FILED AN OBJECTION). ANYONE DESIRING TO INTERVENE MUST CAREFULLY FOLLOW THE LAW AND COMMISSION RULES FOR BECOMING AN INTERVENOR. FOR FURTHER INFORMATION ON HOW TO INTERVENE CALL (303) 894-2070 (PUC EXTERNAL AFFAIRS OFFICE).

I. BY THE COMMISSION

A. Statement

1. On May 8, 2012, YMax Communications Corp. (YMax) filed Third Advice Letter No. 15 to Colorado Tariff No. 2 (attached as Exhibit 1). The proposed effective date of the tariff is May 18, 2012.

2. YMax's Third Amended Advice Letter No. 15 was preceded by earlier advice letters in the series. Specifically, by its Advice Letter No. 15, filed on April 26, 2012, YMax requested an effective date of May 13, 2012. YMax's First Amended Advice Letter No. 15 and

Second Amended Advice Letter No. 15 modified various aspects of the tariff sheets, but not the requested effective date.

3. YMax states that the purpose of this filing is to incorporate the requirements of the Federal Communications Commission's (FCC) November 18, 2011 Report and Order and Further Notice of Proposed Rulemaking in WC Docket Nos. 10-90, *et al.*, FCC 11-161 (the FCC Order), which order mandates the intercarrier compensation regime for certain intrastate Voice over Internet Protocol-Public Switched Network (VoIP-PSTN) traffic. The FCC mandates state tariffs that comply with the FCC Order be filed by affected telecommunications service providers.

4. On May 8, 2012, AT&T Communications of Mountain States and TCG Colorado (collectively, AT&T) filed AT&T's Protest Regarding YMax Communications Corp.'s Revisions to Its Competitive Access Service Tariff and Intervention as of Right. AT&T alleges that YMax is asking the Commission for authority to charge for access functions that YMax does not provide. AT&T asserts that YMax has already sought clarification for this proposal with the FCC, and the FCC rejected it. The FCC stated that it is attempting to remove the possibility of double billing by VoIP providers for services, such as end office switching, that they do not provide. AT&T requests that the Commission should also reject this tariff. AT&T also presents notice that it intends to intervene in this docket as of right.

5. Staff, on May 11, 2012, filed a protest letter asking the Commission to suspend the effective date of the tariff associated with YMax's Third Amended Advice Letter No. 15.

Staff notes that YMax does not have any customers, but merely serves to provide transport services to its affiliate, Magic Jack. Staff points out that YMax does not provision any end-office switching or loops. Magic Jack provides its services via internet broadband connections. Staff believes that this filing violates the FCC Order and should be further investigated.

6. Pursuant to § 40-6-111(1), C.R.S., the Commission may, in its discretion, set the tariff page(s) for hearing which will suspend the effective date for 120 days from the proposed effective date. If the Commission does not establish new rates before the expiration of the suspension period of 120 days, or September 15, 2012, the tariff page(s) filed by YMax may become effective.

7. Section 40-6-111(1), C.R.S., also provides that the Commission may, in its discretion, by separate order, suspend the effective date of the tariff page(s) for an additional 90 days. Thus, the Commission has the power and authority to suspend the effective date of the tariff page(s) for a maximum of 210 days or, in this docket, until December 14, 2012. If the Commission further suspends, by separate order, the effective date of the tariff page(s) for an additional 90 days, and if no new rates are established by the Commission before December 14, 2012, the tariff page(s) filed by YMax may become effective.

B. Findings of Fact

8. The Commission finds good cause to suspend the tariff page(s) and set this matter for hearing. AT&T, in its Protest, raises numerous issues of whether YMax's Third Amended Advice Letter No. 15 complies with the FCC Order. The issues raised by Staff also warrant further investigation. We would be interested to see if the parties can come together and resolve these issues during the suspension period.

9. We will refer the matter to an Administrative Law Judge (ALJ) for a Recommended Decision.

10. A pleading to intervene may be filed by any person, firm, or corporation desiring to be a party and fully participate in this proceeding, as ordered below. The filing of any other document protesting the tariff page(s) shall not allow participation as an intervenor in this matter.

11. The ALJ will rule on all petitions to intervene.

12. We direct the ALJ to set a hearing date and establish other procedures by separate order.

II. ORDER

A. The Commission Orders That:

1. The proposed effective date, May 18, 2012, of the tariff page(s) filed by YMax Communications Corp. (YMax) with Third Amended Advice Letter No. 15 is suspended for 120 days until September 15, 2012, or until further order of the Commission.

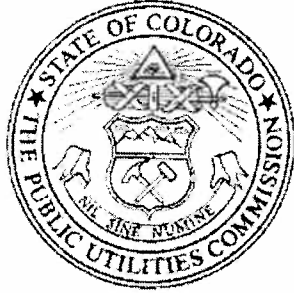
2. This matter is referred to an Administrative Law Judge. The Administrative Law Judge shall set this matter for hearing, rule upon interventions, and establish other procedures by separate order(s).

3. Any person, firm, or corporation including any who have previously filed a document protesting the proposed tariff pages, who desire to intervene and participate as a party in this proceeding shall file a motion to intervene with the Commission within 30 days after the mailing date of this Order and shall serve a copy of the motion on YMax.

4. This Order is effective upon its Mailed Date.

**B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING
May 16, 2012.**

(S E A L)



ATTEST: A TRUE COPY

A handwritten signature in cursive script that reads "Doug Dean".

Doug Dean,
Director

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

JOSHUA B. EPEL

JAMES K. TARPEY

Commissioners

COMMISSIONER MATT BAKER
RESIGNED EFFECTIVE MAY 11, 2012.

ATTACHMENT D

COMMISSIONERS

DOUGLAS R. M. NAZARIAN
CHAIRMAN

HAROLD D. WILLIAMS
LAWRENCE BRENNER
KELLY SPEAKES-BACKMAN
W. KEVIN HUGHES

STATE OF MARYLAND



PUBLIC SERVICE COMMISSION

#26, 6/20/12 AM: ML#s 138987, 139367, and 140407, TE-10783

June 21, 2012

In the Matter of the Dispute Between
AT&T Communications of Maryland,
LLC, TCG Maryland and YMax
Communications Corp. Regarding
Revisions to its MD Tariff No. 2
(Switched Access Services)

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*
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Case No. 9295

** *** **

Sharon Thomas
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

Dear Ms. Thomas:

The Commission has reviewed the revised tariff pages and additional information filed on May 1, 2012, May 17, 2012 and June 12, 2012 by YMax Communications Corp ("YMax"). The Company proposes to mirror its interstate switched access rates with its intrastate switched access rates in compliance with the FCC's ICC/USF Order issued November 2011 and the Commission's notice to all facilities-based local exchange carriers, dated March 29, 2012.

After considering this matter at the June 20, 2012 Administrative Meeting, the Commission accepted the tariff revisions (page nos. 18, 18.1, 18.2, 18.3, and 19) for filing with an effective date of July 1, 2012. In addition, pursuant to the provisions of § 4-204 of the Public Utilities Article, *Annotated Code of Maryland*, the Commission suspended the tariff revisions (page nos. 6, 6.1, 9, 9.1, 9.2, 9.3, 9.4 and 9.5) for a period of 150 days from the proposed

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Website: www.psc.state.md.us

Sharon Thomas
Technologies Management, Inc.
YMax Communications Corp
June 21, 2012
Page 2

effective date and set this matter, i.e., the suspended tariff revisions, for hearing. Additionally, the Commission hereby docketed the matter as Case No. 9295 and delegates the matter to the Public Utility Law Judge Division.

By Direction of the Commission,

David J. Collins
Executive Secretary

DJC/gd

cc: Sharon Thomas, Technologies Management, Inc.
Russell M. Blau, Esquire, YMax Communications Corp.
Jeffrey Rackow, Esquire, Verizon Maryland Inc.
Philip S. Shapiro, Esquire, AT&T Communications of Maryland, LLC
Public Utility Law Judge Division

ATTACHMENT E

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 22nd day of June 2012.

CASE NO. 12-0720-T-T

YMAX COMMUNICATIONS CORP.

Tariff filing for revision of current tariff.

COMMISSION SUSPENSION ORDER

On May 25, 2012, YMax Communications Corp. (YMax) filed revisions to its Access Services Tariff, P.S.C. WV No. 2, Check Sheet, Third Revised Page 2 cancels Second Revised Page 2; Section 1, First Revised Page 7 cancels Original Page 7, First Revised Page 8 cancels Original Page 8, First Revised Page 9 cancels Original Page 9, First Revised Page 11 cancels Original Page 11, First Revised Page 12 cancels Original Page 12; Section 2, First Revised Page 24 cancels Original Page 24, Original Pages 24.1, 24.2, 24.3, 24.4, and 24.5; Section 3, First Revised Page 46 cancels Original Page 46, First Revised Page 47 cancels Original Page 47, First Revised Page 48 cancels Original Page 48, First Revised Page 49 cancels Original Page 49, First Revised Page 59 cancels Original Page 59, First Revised Page 60 cancels Original Page 60, and First Revised Page 61 cancels Original Page 61, to become effective June 25, 2012.

The purpose of this filing is to reduce switched access rates in compliance with Commission Order in Case No. 08-0656-T-PC, and in compliance with the requirements of the Federal Communications Commission's (FCC) November 18, 2011 Order. This filing also incorporates other revisions in accordance with the FCC ICC Reform Order.

The tariff filing was submitted to Staff for review and comment.

On June 11, 2012, AT&T Communications of West Virginia, Inc. (AT&T) filed Petition to Intervene and Protest to Tariff. AT&T asserts the YMax's tariff revisions are in direct contradiction of the FCC's recent orders and are contrary to the public interest.

By Initial Staff Memorandum received on June 21, 2012, Staff recommends that the tariff revisions be suspended to allow sufficient time to complete a thorough investigation and provide YMax additional time to respond to AT&T's Petition to Intervene.

On June 21, 2012, Verizon Communications Inc. filed a request to reject YMax's tariff filing, or in the alternative, suspend the tariff and initiate an investigation of the proposed revisions.

ORDER

IT IS, THEREFORE, ORDERED that the YMax Communications Corp.'s tariff filing received on May 25, 2012, and as listed elsewhere in this order be, and hereby is, suspended for a period of 120 days until 12:01a.m., October 23, 2012.

IT IS FURTHER ORDERED that this proceeding be referred to the Division of Administrative Law Judges (ALJ).

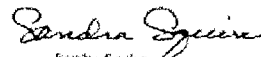
IT IS FURTHER ORDERED that the ALJ Division shall render its decision in this matter on or before September 21, 2012.

IT IS FURTHER ORDERED that if the participants desire an extension of the foregoing decision due date, they may seek an extension only upon formal application to the Commission.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order by electronic service on all parties of record who have filed an e-service agreement, and by United States First Class Mail on all parties of record who have not filed an e-service agreement, and Commission Staff by hand delivery.

FOR THE COMMISSION:

A True Copy, Teste:


Sandra Spilic
Executive Secretary

SS/kc
120720s.doc