

Logix Communications

PSC Mo. Tariff No. 1

Original Title Page

No supplement to this schedule will  
be issued except for the purpose of canceling  
this schedule.

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Schedule of Rates, Rules and Regulations  
Governing Interexchange Telecommunication Service  
Provided in the State of Missouri

OFFERED BY

Western Communications, Inc.  
d/b/a Logix Communications  
1330 Post Oak Boulevard, Suite 301  
Houston, Texas 77056  
713-850-0990

Applying generally to provision of service in exchanges within the Company's certificated area  
in the State of Missouri

WESTERN COMMUNICATIONS, INC.  
d/b/a LOGIX COMMUNICATIONS  
AS A COMPANY AND ITS SERVICES HAVE BEEN CLASSIFIED AS  
COMPETITIVE UNDER THE REVISED STATUTES OF MISSOURI

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ISSUED: September 11, 2002

EFFECTIVE: October 12, 2002

Ronald Henriksen, President  
Western Communications, Inc.  
d/b/a Logix Communications  
1330 Post Oak Boulevard, Suite 301  
Houston, TX 77056

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**ADOPTION NOTICE**

Pursuant to Case Nos. LA-2003-0027 and LM-2003-0028, and 4 CSR 240-30.010(22), Western Communications, Inc., d/b/a Logix Communications hereby adopts, ratifies, incorporates herein and makes its own in every respect as if the same had been originally filed by it, all current tariffs, schedules, rules, notices, concurrences, schedule agreements, divisions, authorities and/or other instruments whatsoever, filed with the Public Service Commission of the State of Missouri, by Logix Communications Corporation, as of the effective date of this tariff, known as Logix Communications Corporation P.S.C. Mo. No. 1.

By this notice, Western Communications, Inc. d/b/a Logix Communications, also adopts and ratifies all current supplements or amendments to any of the above schedules, etc., which Logix Communications Corporation, has heretofore filed with the Commission.

This notice is effective as of the date filed with the Commission.

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Issued: September 11, 2002

Effective: October 12, 2002

By: Ronald Henriksen, President  
Western Communications, Inc.  
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**TITLE SHEET**

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**JAN 26 1998**

**MO. PUBLIC SERVICE COMM**

**RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

This tariff applies to the resold interexchange telecommunications services furnished by Dobson Wireless, Inc. ("Company") between one or more points in the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at Company's principal place of business, 13439 N. Broadway Extension, Suite 200, Oklahoma City, Oklahoma 73114.

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Dobson Wireless, Inc.  
Stephen Dobson, President  
13439 N. Broadway Extension, Suite 200  
Oklahoma City, Oklahoma 73114

Effective: April 6, 1998

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**LIST OF WAIVED STATUTES AND REGULATIONS**

**The Missouri Public Service Commission in its order in Case No. LA-2003-0027, waived the following statutes and regulations regarding Western Communications, Inc., and its interexchange services:**

**Statutes**

- 392.210.2 - uniform system of accounts
- 392.240.1 - rates-rentals-service & physical connections
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.300.2 - acquisition of stock
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330 - issuance of securities, debts and notes
- 392.340 - reorganization(s)

**Commission Rules**

- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.010(2)(C) - posting of tariffs
- 4 CSR 240-30.040 - uniform system of accounts
- 4 CSR 240-32.030(4)(C) - exchange boundary map
- 4 CSR 240-33.030 - minimum charges

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SYMBOLS

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

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(AT)	means addition to text
(C)	means correction
(CP)	means change in practice
(CR)	means change in rate
(CT)	means change in text
(DR)	means discontinued rate
(FC)	means change in format lettering or numbering
(MT)	means moved text
(NR)	means new rate
(RT)	means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

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- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

2

2.1

2.1.1

2.1.1.(A)

2.1.1.(A).1

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APPLICABILITY OF TARIFF

**JAN 26 1998**

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Missouri. Only those services, terms and conditions, and rates and charges approved by the Missouri Public Service Commission and contained in this tariff may be provided to Customers within the State.

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SECTION 1 - TERMS AND ABBREVIATIONS

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**"Access"** as used in this tariff mean an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Company's designated point of presence or network switching center.

**"Commission"** means the Missouri Public Service Commission.

**"Company"** means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

**"Customer"** means any person, partnership, cooperative corporation, corporation, or lawful entity provided service from an entity reselling intrastate telecommunications services.

**"Customer trouble report"** means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company.

**"Delinquent"** means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

**"Exchange"** means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

**"Holidays"** means the holidays designated either by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

**"IXC"** means interexchange Company or interexchange company which is a Company or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Missouri.

**"InterLATA call"** means any call which is originated in one LATA and terminated in another LATA.

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SECTION 1 - TERMS AND ABBREVIATIONS (Cont'd)

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**"Interstate call"** means any call which is originated in one state and terminated within the boundaries of another state.

**"IntraLATA call"** means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

**"Intrastate call"** means any call which is originated and terminated within the boundaries of the State of Missouri, regardless of whether such call crosses state boundaries prior to reaching its termination point.

**"LATA"** means Local Access and Transport Area.

**"LEC"** means a local exchange company which is a company authorized by the Commission to provide local exchange service within the State of Missouri.

**"Point of presence ("POP")"** means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

**"Reseller"** means a Company offering telecommunications services to the public through the use of the facilities of an underlying Company or a combination of its own facilities and the facilities of an underlying Company for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a Reseller.

**"Service"** means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller in the provision of regulated offerings to their Customers.

**"Telecommunications service"** means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Commission.

**"Underlying Carrier"** means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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**2.1 UNDERTAKING OF COMPANY**

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- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Missouri under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 LIMITATIONS**

- 2.2.1 Service is offered subject to the availability of the necessary 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 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 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Missouri.

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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2.2 LIMITATIONS (Cont'd)

MO. PUBLIC SERVICE COMM

2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.3 TRANSFER OR ASSIGNMENT

2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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**2.3 TRANSFER OR ASSIGNMENT (Cont'd)**

**MO. PUBLIC SERVICE COMM**

- 2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.
- 2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.4 USE OF SERVICE**

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Missouri.

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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2.4 USE OF SERVICE (Cont'd)

**MO. PUBLIC SERVICE COMM**

2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.

2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.

2.4.7 The Company's service(s) may be denied for nonpayment of undisputed charges or for other violations of this tariff.

2.5 LIABILITIES OF THE COMPANY

2.5.1 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(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.5.2 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 an underlying 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.

2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

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2.5 LIABILITIES OF THE COMPANY (Cont'd)

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2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.

2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.6 DEPOSITS AND INTEREST

2.6.1 The Company shall not require a deposit of a residential Customer who has received the same or similar type of classification of service for twelve (12) consecutive months and service was not terminated for nonpayment nor was payment late more than twice nor was a check for payment dishonored. The twelve (12) months service period shall have been within eighteen (18) months prior to the application for new service.

2.6.2 Deposits may be required from Customers who are unable to establish that they had a previous service account with the Company for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid. The amount of the deposit shall not exceed an amount equal to two (2) months toll charges determined by actual or anticipated usage. The Company plan may allow Customers to pay deposits in installments.

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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2.6 DEPOSITS AND INTEREST (Cont'd)

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2.6.3 A present Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill for the Company's service, in two (2) out of the last twelve (12) billing periods, or if the Customer has had service disconnected during the last twelve (12) months pursuant to this tariff.

2.6.4 Interest on cash deposits shall be paid by the Company at no less than the rate calculated as follows:

- (A) The interest rate on the deposit shall be established on October 1 of each year for the period of October 1 that year to September 30 of the following year. The interest rate shall equal the prime rate as published in the Wall Street Journal for the last business day of September plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.
- (B) The deposit along with the accrued interest shall be promptly refunded or credited against charges stated on subsequent bills upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. The Company may withhold the refunding of a deposit, to the extent of a disputed amount, pending the resolution of a dispute with respect to charges secured by such deposit.
- (C) The deposit shall be credited with accrued interest to the charge stated on the final bill and the balance if any shall be returned to the subscriber within twenty-one (21) days after the rendition of a final bill upon the discontinuance or termination of service.

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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2.6 DEPOSITS AND INTEREST (Cont'd)

MO. PUBLIC SERVICE COMM

- 2.6.5 If refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of receipt of the deposit. No interest shall accrue on a deposit after discontinuance of service.
- 2.6.6 The Company shall provide payment of accrued interest for all Customers annually by negotiable instrument or by credit against current billing.
- 2.6.7 The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.
- 2.6.8 The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty (30) days after settlement of the Customer's account, either in person or by mailing it to the Customer's last known address.
- 2.6.9 If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the Company's service area shall not be deemed a disconnection, and no additional deposit may be required unless otherwise permitted by this tariff.
- 2.6.10 The Company shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check subsequently dishonored. If the Customer does not meet these

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SECTION 2- RULES AND REGULATIONS (Cont'd)

**JAN 26 1998**

**2.6 DEPOSITS AND INTEREST (Cont'd)**

**MO. PUBLIC SERVICE COMM**

refund criteria, the deposit and interest may be retained in accordance with Section 2.6.3 of this tariff.

2.6.11 The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.

2.6.12 The Company shall keep records to show the name, account number, and address of each depositor; the amount and date of the deposit; and, each transaction concerning the deposit.

2.6.13 The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

2.6.14 Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.

2.6.15 Upon the sale or transfer of the Company or operating units thereof, the seller shall file, with the application of transfer, a verified list of the information in this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.

2.6.16 The deposit made by the Customer with the Company at the time of application for service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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SECTION 2- RULES AND REGULATIONS (Cont'd)

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2.7 BILLING AND BILLING DISPUTES

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2.7.1 Billing to Customers will be scheduled monthly. Usage charges are billed in arrears. Recurring fixed charges are billed monthly in advance. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment

2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).

2.7.3 Payment is due by the due date printed on the bill. Payments are sent to the address listed on the bill.

2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5 % per month on the delinquent amount.

2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at 888-391-8700. The Company shall investigate the case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. If the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission, and provide the following information:

Missouri Public Service Commission  
Harry S Truman State Office Building  
301 West High Street, Room 530  
P.O. Box 360  
Jefferson City, Missouri 65102  
(314) 751-3234

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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2.8 (RESERVED FOR FUTURE USE)

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2.9 TAXES

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The Customer is responsible for paying any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments if approved by the Commission, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 EQUIPMENT

2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs incurred in the use of the equipment at its premises, including personnel, wiring, electrical power, and the like, and shall comply with the generally accepted minimum protective criteria of the telecommunications industry, as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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2.11 INSTALLATION AND TERMINATION

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2.11.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.12 PAYMENT FOR SERVICE

2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card, company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 RETURNED CHECK CHARGE

2.13.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

2.14.1 A Customer may cancel service by providing written or verbal notice to the Company.

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**2.15 INTEREXCHANGE INTERCONNECTION FOR RESALE**

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2.15.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.16 DENIAL OR TERMINATION OF SERVICE**

2.16.1 Service may be refused or terminated for any of the following reasons:

- (a) Nonpayment of undisputed charges within the period prescribed in the Company's tariff.
- (b) Failure to make a security deposit
- (c) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- (d) Improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

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2.17 DISCONNECTION AND NOTICE

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2.17.1 When service to a Customer is disconnected for nonpayment of a bill for services or failure to make a security deposit after a reasonable time, the Company shall give at least five (5) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address. Notice will be deemed given to the Customer two (2) days after mailing by the Company.

2.17.2 Notices to the Customer shall contain the following information:

- (a) Name, address, and telephone number of Customer.
- (b) Statement of reason for proposed discontinuance of service.
- (c) The date on or after which service will be discontinued unless appropriate action is taken.
- (d) The telephone number of the Company where the Customer may make an inquiry.
- (e) Charges for reconnection.
- (f) The address and telephone number of the Commission's Consumer Services Division.

2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

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**2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE**

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2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

**2.19 INSPECTION, TESTING AND ADJUSTMENT**

2.19.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Reseller shall be made available to the Underlying Carrier or the Reseller for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Reseller for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.20 CUSTOMER SERVICE**

2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

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JAN 26 1998

2.21 OPERATOR SERVICE REQUIREMENTS

MO. PUBLIC SERVICE COMM

- 2.21.1 Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
- 2.21.2 Carrier will advise the caller and billed party (if different from the end user) that Dobson Wireless is the operator service provider at the time of the initial contact.
- 2.21.3 Carrier will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
- 2.21.4 Carrier will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LECs) on behalf of carrier and will not collect locations surcharges imposed by traffic aggregators.
- 2.21.5 Carrier will arrange for listing of its name on a LEC's billing of Carrier's charges, if the LEC has multi-carrier bill listing capability.
- 2.21.6 Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.
- 2.21.7 Carrier will direct all "00" emergency calls to the local exchange carrier (LEC) at no charge.

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**JAN 26 1998**

**2.21 OPERATOR SERVICE REQUIREMENTS**

**MO. PUBLIC SERVICE COMM**

**2.21.8 Carrier's contracts with traffic aggregators will contain provisions which:**

- (a) prohibit the blocking of access to an end user's interexchange carrier of choice, and
- (b) provide for the prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)

JAN 26 1998

3.1 GENERAL

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3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2 TIMING OF CALLS

3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- (A) Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- (B) Chargeable time for calls ends when one of the parties disconnects from the call.
- (C) Minimum call duration periods for billing purposes vary by service option.
- (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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**RECEIVED****SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)****JAN 26 1998****3.3 CALCULATION OF DISTANCE ("V&H")****MO. PUBLIC SERVICE COM**

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinate of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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- 3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD (Non-Day)						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD (Non-Day)						

\* Up to, but not including

- 3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

**3.5 HOLIDAYS AND RATES**

- 3.5.1 The Company may designate certain holidays on which rates may be lower.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd) JAN 26 1998

3.6 PROMOTIONAL OFFERINGS

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- 3.6.1 The Company may from time to time engage promotional trial service offerings of limited duration, not to exceed ninety (90) days, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings. The Company will file all proposed tariff revisions for promotional service offerings with the Commission, thirty (30) days in advance, for prior Commission approval. Such tariff revisions will specify the services offered, the terms of the promotion, the location, and the dates of each promotional period.

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SECTION 4 - COMPANY SPECIFIC INFORMATION (Cont'd.)

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4.1 GENERAL

Service is offered to both residential and business customers.

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4.2 HOLIDAY RATES

The Company will offer holiday rate promotions pursuant to the terms of Section 3.5.1.

4.3 CUSTOMER CALLING CLUB REFERRAL PROGRAM

Customers who have selected Dobson Wireless, Inc. as their primary interexchange carrier or who access Dobson Wireless, Inc. service via "10xxx" dialing are eligible to participate in the Calling Club Referral Program. Participants in the Calling Club Referral Program will receive a discount equal to five (5%) percent of the monthly Dobson Wireless, Inc. long distance usage generated by customers whom they refer to Dobson Wireless, Inc.

For the purposes of this program, "usage" is defined as charges for interstate, interLATA and intraLATA long distance calls placed over the Dobson Wireless, Inc. network.

Directory assistance, non-recurring or recurring fees and taxes are not considered usage and are therefore not eligible for the monthly discount.

The discount will be calculated monthly and applied to the Calling Club Customer's monthly bill in the form of an electronic credit for a check made payable jointly to the Customer and the LEC.

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SECTION 4 - COMPANY SPECIFIC INFORMATION (Cont'd)

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4.3 CUSTOMER CALLING CLUB REFERRAL PROGRAM (Cont'd)

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4.3.1 In order to receive Calling Club discounts, the following conditions must be observed:

- (a) Calling Club Customer must maintain a LEC account in an area within Dobson Wireless, Inc.'s originating service area.
- (b) Calling Club Customer must make at least one billable Dobson Wireless, Inc. long distance call per month or they forfeit that month's referral discount.
- (c) Calling Club Customer's Referral Customer must make at least one billable Dobson Wireless, Inc. long distance call every three (3) months. Should a Referral cease using Dobson Wireless, Inc. for a period longer than three (3) months, the Referral may be purged from the Dobson Wireless, Inc. billing database and disassociated from the Customer's account.
- (d) Calling Club Customer must properly register the Referral Customer with Dobson Wireless, Inc. prior to accumulating or receiving discounts. Customers may register the Referral customer by dialing a designated toll-free number and speaking with a Dobson Wireless, Inc. representative or by completing a special enrollment form and submitting it to Dobson Wireless, Inc. In order to receive discounts, Customers must provide Dobson Wireless, Inc. with accurate information regarding the Referral customer for entry into the Dobson Wireless, Inc. billing database. Customers are responsible for notifying Dobson Wireless, Inc. of changes in their Referral Customer's billing information.
- (e) The Referral Customer must maintain a LEC account in an area within Dobson Wireless, Inc.'s originating service area.
- (f) The Referral Customer must be a new Dobson Wireless, Inc. user, defined as not having used Dobson Wireless, Inc. within the Past twelve (12) months.

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SECTION 4 - COMPANY SPECIFIC INFORMATION (Cont'd)

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4.3 CUSTOMER CALLING CLUB REFERRAL PROGRAM (Cont'd)

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Dobson Wireless, Inc. reserves the right to discontinue or change this plan at any time. The Company also reserves the right to suspend the Calling Club Referral Program on a case by case basis, should the Company believe that the referral program is being used for fraudulent purposes. At the discretion of the Company, the program may be reinstated to suspend Customers.

4.4 RATING OF CALLS

Dobson Wireless, Inc. call are billed in six (6) second increments. The minimum call duration for billing purposes is 18 seconds. No minimum usage commitment is required. Calls originate from Customer provided standard business or residential switched access lines. Customers may make calls from either a presubscribed access line or by dialing the carrier access code.

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SECTION 5 - DESCRIPTION OF SERVICES AND RATES

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Stephen Dobson, President

13439 N. Broadway Extension, Suite 200

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SECTION 5 – DESCRIPTION OF SERVICES AND RATES

5.1 GENERAL

The following services are provided by the Company under terms and conditions specified within this tariff. Rates for services are also included in this section.

5.2 DIRECT DIALED MESSAGE TELECOMMUNICATIONS SERVICE

5.2.1 Service Description

Direct Dialed Domestic Message Telecommunications Services are flat rated per minute of use rates exclusive of mileage charges. The Company will offer its services in those areas in which switched services are available on a presubscribed (Equal Access) basis. In addition the Company may selectively (by serving territory) permit the use of alternative access arrangements (i.e., casual dialing) via a 10-XXX code.

Rate Plan 1

\$4.95 Monthly fee  
\$ .10 Intrastate

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Rate Plan 2

\$ .14 Intrastate

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Rate Plan 3\*

\$ .0911 Intrastate

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Rate Plan 4\*

\$ .085 Intrastate

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(NR)

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\* Rate plans 3 and 4 are available only to customers subscribing to Logix local service.

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SECTION 5 - DESCRIPTION OF SERVICES AND RATES (Cont'd)

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5.3 TRAVEL CALLING CARDS

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The Company issues Dobson Wireless, Inc. Travel Cards. Travel Card Service permits customers which have arranged for a Company-issued travel card to make travel card calls through the use of a specific "1-800" telephone number provided by the Company. The rates for this service are provided for below.

5.3.1 Rates

(a) Surcharge for Calling Card Service

In addition to the charges listed in (b) below, a surcharge is assessed for Direct Dialed calls billed to a Travel Card, as follows:

Dobson Wireless, Inc. Travel Card	\$0.50 per call
-----------------------------------	-----------------

(b) Travel Card Directory Assistance

Directory Assistance, per call per call	\$0.50 per call
---	-----------------

(c) Travel Card Rate Schedule

Calling Card Calls completed with the Dobson Wireless, Inc, Travel Card are as follows:

Dobson Wireless, Inc. Travel Card	\$0.20 per minute
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## 5.4 800 SERVICE

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800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls terminated rather than the calling party.

## 5.4.1 Rates

## (a) Residential Rates

Monthly Service Charge	\$4.95
Rates	\$0.14 per minute/intrastate

## (b) Business Rates

Monthly Service Charge	\$4.95
Rates	\$0.14 per minute/intrastate

## 5.5 PREPAID CALLING CARD

Prepaid Calling Cards permit calling from any touch tone phone; Customers purchase the cards in advance based on predetermined denominations. Prepaid cards are offered in denominations of \$10.00 increments.

## 5.5.1 Rates

Rate	\$0.25 per minute
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5.6 OPERATOR SERVICES

The Company provides operator assisted calls at the following rates: MO. PUBLIC SERVICE COMMISSION

Long Distance Directory Assistance:	\$0.75 per call
Operator Assisted Calls:	\$1.25 per call

5.7 DIRECTORY ASSISTANCE

Directory Assistance will be provided at the following charge:

Directory Assistance:	\$0.50 per call
-----------------------	-----------------

5.8 DEDICATED ACCESS/PRIVATE LINE SERVICE

Rates for Dedicated Access and Private Line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff by request on a proprietary basis.

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