

Arent Fox

May 12, 2011

VIA FEDEX

Debra A. Howland
Executive Director and Secretary
New Hampshire Public Service Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429



Katherine E. Barker Marshall

Attorney
202.857.6104 DIRECT
202.857.6395 FAX
marshall.katherine@arentfox.com

Re: Application of Pac-West Telecomm, Inc. for Certification as a Competitive Local Exchange Carrier and Certified Toll Provider

Dear Ms. Howland:

Enclosed please find, for filing, one original and three copies of the Competitive Local Exchange Carrier and Certified Toll Provider Applications for Pac-West Telecomm, Inc.

Please date-stamp the duplicate of these filings and return in the self-addressed, postage-prepaid envelope. Thank you for your assistance in this matter and please do not hesitate to contact me if you have any questions or concerns.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Katherine Barker Marshall'.

Katherine E. Barker Marshall

Enclosures

RPP/459122.1



CLEC APPLICATION FOR REGISTRATION

1. General Information

Federal Identification Number 68-0383568

Date of Application _____

Legal Name Pac-West Telecomm, Inc.

Trade Name (d/b/a)
in New Hampshire None

Contact Person Katherine Barker Marshall, Arent Fox LLP

Complete Mailing Address 1050 Connecticut Avenue NW
Washington

Phone Number 202-857-6104

Fax Number 202-857-6395

E-mail Address marshall.katherine@arentfox.com

2. History of Applicant

- a. Has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers been convicted of any felony not annulled by a court? No
- b. In the past ten years, has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers had any civil, criminal or regulatory sanctions or penalties imposed pursuant to any state or federal consumer protection law or regulation? No
- c. In the past ten years, has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation? No
- d. Is the applicant, or are any of the general partners, corporate officers, director of the company, limited liability company managers or officers currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation? No
- e. Has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers been denied certification in any other state. No
- If so, please list each state. _____
- Not applicable. _____
- Not applicable. _____

f. If the answer to any of the questions in a through e above is yes, please attach an explanation.



3. Service

List the three primary telecommunications services the company will provide:

- Local and long distance origination and termination
- Switched and special access
- 8YY originating access and 8YY services

Identify the applicant's proposed service area:

Statewide

4. Required Attachments

- A copy of the New Hampshire Secretary of State Certificate of Authority
- Proof of Surety Bond, if applicable
- Form CLEC-1, Contact Information
- A copy of the CLEC's complete rate schedule
- A copy of Form CLEC -11, Adoption of Uniform Tariff, if applicable

5. Compliance Statements

I attest that the applicant will comply with all applicable New Hampshire laws and all Commission policies, rules and orders. TW (initial)[Puc 430.02]

I attest that the applicant has the necessary managerial qualifications, technical competence and financial resources to operate the CLEC for which the applicant seeks registration. TW (initial)

I attest that the applicant agrees to use with the Verizon New Hampshire rates for intraLATA switched access, as filed in Tariff 85, including future changes, or charge a lower rate. In the event the applicant believes a higher rate is justified, the applicant will file a separate petition with evidence supporting the higher rate. TW (initial)

6. Signature

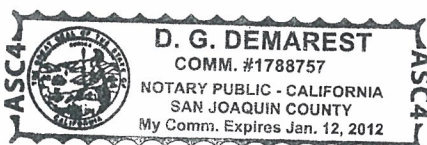
I TODD WALLACE, (name) declare under penalty of perjury that I am authorized to make this verification for and on behalf of the applicant; that I have read the information provided by the applicant in the foregoing document and any and all attachments, and am informed and believe the same are true, and on that ground, affirm that the matters stated herein are true.

Todd Wallace Signed Todd Wallace, Chief Operating Officer Title

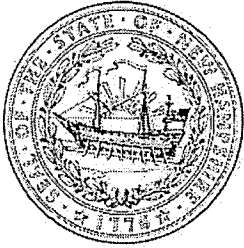
Subscribed and sworn before me this 4th (day) of May (month) in the year 2011

County of San Joaquin

State of California



[Signature]
Notary Public/Justice of the Peace
My Commission expires 01/12/2012



State of New Hampshire
Department of State
Corporation Division
107 North Main Street
Concord, N.H. 03301-4989
603-271-3246



Enclosed is your certificate. It acknowledges this office's receipt and processing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 604136

State of New Hampshire

Department of State

CERTIFICATE OF AUTHORITY OF

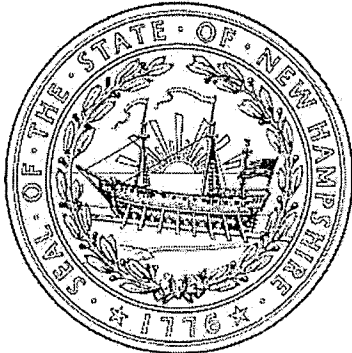
PAC-WEST TELECOMM, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of PAC-WEST TELECOMM, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to PAC-WEST TELECOMM, INC. to transact business in this State under the name of PAC-WEST TELECOMM, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 604136

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October, 2008 A.D.



A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

Filed
Date Filed: 10/24/2008
Business ID: 604136
William M. Gardner
Secretary of State

Filing fee: \$50.00
Fee for Form SRA: \$50.00
Total fees \$100.00
Use black print or type.
Form must be single-sided on 8 1/2" x 11" paper;
double sided copies will not be accepted.

Form 40
RSA 293-A:15.03

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT,
THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE
FOLLOWING STATEMENT:

FIRST: The name of the corporation is Pac-West Telecomm Inc.

SECOND: The name which it elects to use in New Hampshire is Pac-West Telecomm Inc.

THIRD: It is incorporated under the laws of California

FOURTH: The date of its incorporation is May 15, 1996 and
the period of its duration is Perpetual

FIFTH: The complete address (including zip code and post office box, if any) of its principal office is 4210 Coronado Avenue Stockton, CA 95204

SIXTH: The name of its registered agent IN NEW HAMPSHIRE is Corporation Service Company
d/b/a Lawyers Incorporating Service and the complete address (including zip code
and post office box, if any) of its registered office IN NEW HAMPSHIRE is (agent's business address)
14 Centre Street Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the
requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

EIGHTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in
New Hampshire are Telecommunications Reseller



Form 40
(Cont.)

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>OFFICERS</u>		
<u>Robert H. Turner</u>	<u>CEO/President</u>	<u>555 12th Street</u>
		<u>Oakland, CA 94607</u>
<u>Denis McCarthy</u>	<u>CFO/Secretary/Treasurer</u>	<u>555 12th Street</u>
		<u>Oakland, CA 94607</u>
<u> </u>	<u> </u>	<u> </u>

<u>Kenneth D. Peterson, Jr.</u>	<u>Chairman</u>	<u>203 SE Park Plaza Drive Suite 270</u> <u>Vancouver, WA 98684</u>
<u>Richard A. Roman</u>	<u>Director</u>	<u>203 SE Park Plaza Drive Suite 270</u> <u>Vancouver, WA 98684</u>
<u>Robert H. Turner</u>	<u>Director</u>	<u>555 12th Street</u> <u>Oakland, CA 94607</u>

Date signed: October 21, 2008

Mail fees, DATED & SIGNED ORIGINAL, ORIGINAL CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION AND FORM
SRA to: Corporate Division, Department of State, 107 North Main Street, Concord, NH 03301-4989.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

PAC-WEST TELECOMM, INC.

FILE NUMBER: C1968719
FORMATION DATE: 05/15/1996
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to exercise
all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of October 16, 2008.

Debra Bowen

DEBRA BOWEN
Secretary of State

Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws

Part I – Business Identification and Contact Information

Business Name: Pac-West Telecomm Inc.
Business Address (include city, state, zip): 4210 Coronado Avenue Stockton, CA 95204
Telephone Number: (209) 926-3235 E-mail: lmartin@pacwest.com
Contact Person: Lynne Martinez
Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected.
[PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below.
However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. _____ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
A) This business has 10 or fewer owners; and
B) Advertising relating to the sale of ownership interests has not been circulated; and
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. _____ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____.
3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____.
4. ☒ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.


Part III – Check ONE of the following items in Part III:

1. ☒ This business is not being formed in New Hampshire.
2. _____ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print):	<u>Denis McCarthy</u>	Signature:	<u></u>
		Date signed:	<u>October 21, 2008</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429
603-271-2431
www.puc.nh.gov

NHPUC Form CLEC-1
Contact Information
Page 1 of 4
Puc 449.02
Rev. 03/30/06

CONTACT INFORMATION

A telecommunications carrier must complete this form: 1) When requesting authorization to provide telecommunications service in New Hampshire by the Public Utilities Commission, 2) Annually, on or before March 31 of each year, or 3) When there have been changes to the information previously reported.

☐ Check here if you would prefer electronic notices rather than notice by US Mail

Date 5/12/11

1. General Information

Federal Identification Number 68-0383568

CLEC Authorization Number _____

Legal Name Pac-West Telecomm, Inc.

Trade Name d/b/a
in New Hampshire None

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 877-968-5561

Fax Number 209-444-3536

E-mail Address amsupport@pacwest.com

Website www.pacwest.com

2. Person Responsible for Preparing the CLEC Annual Report

Name Eva Fettig

Title Sr. Director, Regulatory Affairs

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 415-358-3384

Fax Number 510-390-5972

E-mail Address efettig@pacwest.com



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429
603-271-2431
www.puc.nh.gov

NHPUC Form CLEC-1
Contact Information
Page 2 of 4
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Rev. 12/06/04

3. Person Responsible for Paying Assessment Bills

Name Eva Fettig

Title Sr. Director, Regulatory Affairs

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 415-358-3384

Fax Number 510-390-5972

E-mail Address efettig@pacwest.com

4. Regulatory Contact

Name James C. Falvey, Esq.

Title Vice President, Regulatory Affairs & Senior Counsel

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 410-812-2459

Fax Number 510-380-5941

E-mail Address JFalvey@pacwest.com

5. Person that Commission's Consumer Affairs Department Should Call Regarding Customer Complaints

Name Eva Fettig

Title Director, Regulatory Affairs

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 415-358-3384

Fax Number 510-390-5972

E-mail Address efettig@pacwest.com



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
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603-271-2431
www.puc.nh.gov

NHPUC Form CLEC-1
Contact Information
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Rev. 12/06/04

6. Director of Customer Service

Name Debbie Tutt

Title Director, Billing Services

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 209-926-3202

Fax Number 209-444-3536

E-mail Address dtutt@pacwest.com

7. Company Officer Responsible for Customer Service

Name Todd Wallace

Title Chief Operating Officer

Complete Mailing Address 4210 Coronado Avenue
Stockton, CA 95204

Phone Number 510-380-5978

Fax Number 510-380-5949

E-mail Address twallace@pacwest.com

8. End User Customer Service

Toll free 800 Number 1-877-626-4325

Fax Number 209-444-3536

E-mail Address amsupport@pacwest.com

Hours of Operation 24 hours a day

9. End User Repair Service

Toll free 800 Number 1-877-626-4325

Fax Number 209-444-3536

E-mail Address amsupport@pacwest.com

Hours of Operation 24 hours a day



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429
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www.puc.nh.gov

NHPUC Form CLEC-1
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10. Names and Titles of Principal Officers

Name	Title
James F. Hensel	Chief Executive Officer
Todd Wallace	Chief Operating Officer

11. Contact Escalation List

Please attach a contact escalation list, including, name, phone number and e-mail address for first level contacts, directors and company officers responsible for the following: network, interconnection; and provisioning.

12. Signature

I certify that the information on this form is true and correct to the best of my knowledge and belief subject to the penalty for making unsworn false statements under RSA 641:3.

Authorized Representative
Signature Todd Wallace Title Chief Operating Officer

Printed Name Todd Wallace Date 5/4/2011

If you have any questions, please call the New Hampshire Public Utilities Commission at 603-271-2431.
Please mail any documents to the above address.

Escalation List

The following contacts are responsible for network issues:

First Level: Ross Kussler, Network Engineer, (209) 926-4386, rkussler@pacwest.com

Director Level: William Wardynski, Manager, Network Integrity Team, (209) 926-3153, wwardynski@pacwest.com

Officer Level: Todd Wallace, Chief Operating Officer, (682) 551-3797, twallace@pacwest.com

The following contacts are responsible for interconnection issues:

First Level: Eva Fetting, Sr. Director, Regulatory Affairs, (415) 358-3384, efetting@pacwest.com

Director Level: James Falvey, VP, Regulatory Affairs & Sr. Counsel, jfalvey@pacwest.com

Officer Level: Todd Wallace, Chief Operating Officer, (682) 551-3797, twallace@pacwest.com

The following contacts are responsible for provisioning issues:

First Level: Matt Shawhan, Network Provisioning Specialist, (877) 626-4325, mshawhan@pacwest.com

Director Level: Debbie Tutt, Director, Billing Services, (209) 926-3202, dtutt@pacwest.com

Officer Level: Todd Wallace, Chief Operating Officer, (682) 551-3797, twallace@pacwest.com

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
LOCAL AND SWITCHED ACCESS SERVICES
FURNISHED BY
PAC-WEST TELECOMM, INC.**

This tariff applies to the resold, and where available facilities-based, local and switched access services furnished by Pac-West Telecomm Inc. between one or more points in the State of New Hampshire. This tariff is posted on the Pac-West Telecomm Inc. website www.pacwest.com and copies may be inspected during normal business hours, at Pac-West's principal place of business, 4210 Coronado Avenue Stockton, CA 95204.

**File Date: May 13, 2011
Effective Date: June 13, 2011**

Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

The title page and pages 1 through 14 inclusive of this tariff are effective as of the dates shown. Original and Revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original

File Date: May 13, 2011
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Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

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File Date: May 13, 2011
Effective Date: June 13, 2011

Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

EXPLANATION OF SYMBOLS

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify a rate increase.
M	To signify matter relocated without change.
N	To signify a new rate or regulation.
R	To signify a rate reduction.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.
Y	To signify reference to other published tariffs.
Z	To signify a correction.

File Date: May 13, 2011
Effective Date: June 13, 2011

Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provisioning of Carrier Access Services, as defined herein, by Pac-West Telecomm, Inc. (hereafter referred to as "Pac-West" or the "Company"). Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

Rates and regulations concerning interstate, domestic, interexchange services and international services provided to End Users are available on the Internet at <http://www.pacwest.com/> and are also available for public inspection at Pac-West Telecomm's Corporate Offices at 4210 Coronado Avenue, Stockton, CA 95204.

File Date: May 13, 2011
Effective Date: June 13, 2011

Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

1.0 DEFINITIONS

The following terms when used in this tariff shall have the meaning specified below:

Commission - The term "Commission" refers to the New Hampshire Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - The term "Company" means Pac-West Telecomm, Inc.

Customer - The term "Customer" denotes any person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity using the Company's Service, whether previously authorized to do so by the Company or not, and irrespective of whether such entity is aware that the Company is the provider of such Service. Customers are responsible for payment of charges as specified in this tariff, and for compliance with this tariff.

End User - means any customer of telecommunications service 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 services 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.

FCC - The term "FCC" refers to the Federal Communications Commission.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to End Users within a defined exchange.

Other Common Carrier - The term "Other Common Carrier" denotes a Common Carrier, other than the Company, providing domestic communications service to the public, including, without limitation, Local Exchange Carriers.

Points of Presence - The term "Points of Presence" denotes the sites where the Company provides a network interface with facilities provided by Other Common Carrier, Local Exchange Carriers or Customers for access to the Company's network.

Service - Telecommunications service provided to a Customer by the Company pursuant to this tariff.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

File Date: May 13, 2011
Effective Date: June 13, 2011

Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

2.0 GENERAL REGULATIONS**2.1 Service Description**

Carrier Access Services are provided to Other Common Carriers for the completion of calls originating on, terminating on, or transiting the Company's network or any portion thereof, as specified herein.

2.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its Services or facilities with services or facilities of any Other Common Carrier or alternate provider at its election, and to utilize such services or facilities concurrently with its own facilities or services.

2.3 Availability of Services

2.3.1 Service is furnished subject to the availability of service components required. The Company will:

- (a) determine which of those components shall be used
- (b) make modifications to those components at its option.

2.3.2 Service is available twenty-four hours per day, seven days per week.

2.4 Use of Services

2.4.1 The Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the New Hampshire Public Utility Commission. Customers are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

2.4.2 The use of Pac-West Services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.4.3 The use of Pac-West services without payment for Service or attempting to avoid payment for service by fraudulent means or devices or schemes is prohibited.

2.4.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the New Hampshire Public Utility Commission.

File Date: May 13, 2011
Effective Date: June 13, 2011

Issued By:
Pac-West Telecomm, Inc.
4210 Coronado Avenue
Stockton, California 95204

LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

2.0 GENERAL REGULATIONS (Continued)

2.5 Undertaking of the Company

The Company undertakes to provide Carrier Access Service in Accordance with the terms and conditions set forth in this tariff.

2.6 Liability of the Company

2.6.1 Except as stated in this Section 2.6, Pac-West shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

2.6.2 The liability of Pac-West, and its officers, directors, agents, and employees, if any, to Customers, End Users, or any other third persons 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 damages arising out of mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service or arising out of any failure to furnish Service, whether due to the negligence or gross negligence, breach of contract or warranty, or other act or failure to act by the Company, or its agents or employees, other than acts for which limitations of liability are prohibited by law, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company

2.6.3 Neither the Company, nor any of its officers, directors, agents, or employees, is liable to Customer, End Users, or any other third persons for any act, omission or negligence of any Other Common Carrier or other provider whose facilities or services are used concurrently in furnishing any portion of the Services, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Other Common Carrier. Should the Company employ the facilities or service of any Other Common Carrier in furnishing Services, the Company's, and its officers', directors', agents', and employees' liability shall be limited according to the provisions of Section 2.6.2 above.

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LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

2.0 GENERAL REGULATIONS (Continued)

2.6 Liability of the Company (Continued)

- 2.6.5 The Company shall not be liable to Customer, End Users, or any other third persons for any act or omission of any other entity furnishing to the Customer facilities or equipment used with Service furnished hereunder; nor shall the Company be liable to Customer, End Users, or any other third person for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 2.6.6 Pac-West shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services or facilities, or due to any other claims, including, without limitation, claims by End Users and other third persons, resulting from any act or omission of the Customer relating to the use of the Company's facilities or Services.
- 2.6.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable to Customer, End Users, or other third persons for indirect, incidental, special or consequential damages.

2.7 Responsibility of the Customer

- 2.7.1 The Customer is responsible for payment of services; for placing any necessary orders; and for complying with tariff regulations. The Customer is also responsible for any fraud or misuse of the Company's Services by the Customer's own subscribers or other persons using the Services furnished to Customer.
- 2.7.2 If required for the provision of Pac-West's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to Pac-West.
- 2.7.3 The Customer shall ensure that its switching equipment and/or system is properly interfaced with Pac-West's facilities or Services, that the signals emitted into Pac-West's facilities 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 part 68 of the rules of the FCC, and that the signals do not damage equipment, injure personnel, or degrade Service to other users of the Company's services or facilities.

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2.0 GENERAL REGULATIONS (Continued)

2.7 Responsibility of the Customer (Continued)

- 2.7.4 If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Pac-West's equipment, personnel, or the quality of Service to other users of the Company's services or facilities, Pac-West may, upon written notice, require the use of protective equipment at the Customer's expense. If this measure fails to produce satisfactory quality and safety, Pac-West may, upon written notification, terminate the Customer's Service.
- 2.7.5 The Customer must pay Pac-West for replacement or repair of damage to the equipment or facilities of Pac-West caused by negligence or willful act of the Customer, or others acting under the control, request, direction, or authorization of Customer, or by installation or use of equipment provided by the Customer, or others acting under the control, request, direction, or authorization of Customer.

2.8 Cancellation or Interruption of Service

- 2.8.1 Without incurring liability, Pac-West may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions:
- (a) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of Pac-West's Services;
 - (b) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Pac-West from furnishing its Services;
- 2.8.2 Without incurring liability, Pac-West may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Pac-West's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.8.3 Service may be discontinued by Pac-West, without notice to the Customer, by blocking traffic to certain areas when Pac-West deems it necessary to take action to prevent unlawful use of its Service. Pac-West may restore service as soon as it can be provided without undue risk.
- 2.8.4 If, for any reason, Service is interrupted, the Customer will only be charged for the Service that was actually used.

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2.0 GENERAL REGULATIONS (Continued)

2.9 Billing and Collection of Charges

The charges for services are due and payable as specified on the bill and are billed and collected by the Company or its authorized agent.

2.10 Payment for Service

The Customer is responsible for payment of all services which Customer subscribes to or uses. The Customer is also responsible for any fraud or misuse of the Company's services the Customer subscribes to or uses. Bills are due and payable when issued as shown on the bill. Bills not paid within 30 days of issuance will be subject to a service charge assessed at the rate of 1.5% per month on all unpaid amounts until paid, provided that the minimum service charge in all cases shall be 1.5%.

2.10.1 The Customer shall remit payment of all charges in United States Currency. Payment may be made by mail by check, money order, or cashier's check. A charge of \$25.00 will apply on all returned checks.

2.10.2 If the bill is not paid within twenty-five (25) calendar days following the issuance date of the bill, the account will be considered delinquent.

2.10.3 Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

2.10.4 In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees.

2.10.5 In the event an End User or Carrier that has been billed charges pursuant to this tariff disputes all or any portion of such charges, it must provide notice to Pac-West of such dispute within 90 days of the billing date shown on the bill ("Bill Date"). After the required 90-day notice period, the bill will be deemed correct and binding. If an End User or carrier does not pay or dispute all or any portion of a bill within 90 days of the Bill Date, Pac-West will thereafter send to the entity a demand for payment of the undisputed portion of the bill. If the entity does not respond to the demand for payment within ten business days of the date of the demand, the entity will be deemed to have provided a written refusal to pay the demand. When submitting a dispute, the End User or Carrier must submit the claims information to the appropriate Pac-West billing contact listed on the bill. For each dispute, the carrier shall furnish Pac-West with the information reasonably necessary to determine the nature and scope of the dispute. Upon receipt of the claims information, Pac-West may request additional information from the carrier that may reasonably be necessary to resolve the dispute but shall not deny the End User or Carrier's claim until the carrier has had the opportunity to provide the requested information.

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SECTION 3.0 DESCRIPTION OF SERVICES

- 3.1 Trial Services - The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.2 Promotional Offerings - The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than six (6) months. Promotional offerings will begin one at least one (1) day notice to the Commission.
- 3.3 Individual Case Basis ("ICB") Offerings - The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.
- 3.4 Customized Pricing Arrangements ("CPAs") Offerings - The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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LOCAL AND SWITCHED ACCESS TELECOMMUNICATIONS SERVICES TARIFF

4.0 CARRIER ACCESS SERVICES**4.1 Applicability**

Carrier Access Services are applicable to the origination or termination of interstate and international calls from or to the Company's End User subscribers over local exchange circuits furnished by the Company and to interstate calls completed by the Company. Use of the Company's service constitutes agreement to be bound by the provisions of this tariff and to pay all charges assessed hereunder.

4.2 Switched Access Service

- 4.2.1 Switched Access Service provides for all or any part of the transmission and switching of calls originating or terminating from the End User designated premises to the switch(es) and beyond to where the End User traffic is transported by Pac-West when the End User is served by Pac-West.

Switched Access Service Rate = .0285 per minute

- 4.2.2 Local Transport Service provides for all or any part of the transmission and switching of calls originating or terminating from the End User designated premises to the switch(es) and beyond to where the End User traffic is transported by Pac-West when the End User is served by a Carrier other than Pac-West.

Local Transport Service rate = .02 per minute

- 4.2.3 For all originating toll free calls where Pac-West performs the toll free database query, a per query charge will apply in addition to the originating Switched Access or originating Local Transport Service per minute charge.

Toll Free Query rate = .0042 per query

- 4.2.4 Pac-West will bill according to OBF and ATIS industry standard guidelines. Where call records are deemed insufficient or inadequate to determine jurisdiction, Pac-West will utilize the jip to determine jurisdiction.

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4.0 CARRIER ACCESS SERVICES (Continued)

4.3 Local and Transit Termination

4.3.1 Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local and transit traffic will be negotiated on a case by case basis.

4.3.2 The Company will complete local and transit calls, for incumbent local exchange carriers and competitive local carriers with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis. In cases where no agreement is in place for completion of such calls, the rates provided in the Tariff, following, shall be charged to the originating carrier for calls terminated by the Company or for which the Company provides transit (tandem switching) functions.

4.3.3 Local Call Termination Rate =

Set Up (per call attempt)	\$.005
MOU (Minute of Use)	\$.0025

4.3.4 Transit Traffic Termination Rate =

Set Up (per call attempt)	\$.0005
MOU (Minute of Use)	\$.0013

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