

## CERTIFICATE OF SERVICE

I, Jennifer Pelzman, hereby certify that on this 28th day of June, 2011, a true and correct copy of the foregoing Petition for Declaratory Ruling was served, as indicated below, upon the following:

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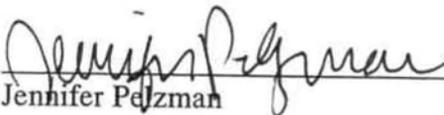
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# EXHIBIT A

**CARRIER ACCESS SERVICES TARIFF**

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

**Service is provided by wire, radio, terrestrial or satellite facilities or a combination thereof.**

**This Cancels and Supersedes all Previous Pac-West Telecomm, Inc. Carrier Access Services Tariffs**

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**Issued July 30, 2001**

**Effective August 1, 2001**

Issued By  
Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

CARRIER ACCESS 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	
E		
1	Original	
2	Third Revised	*
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	First Revised	*
15	Third Revised	*

\* Indicates tariff page is new or Original

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 Lynne Martinez,  
 Manager – Regulatory  
 Compliance  
 Pac-West Telecomm, Inc.  
 1776 W. March Lane  
 Stockton, California 95207

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Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

CARRIER ACCESS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

This Cancels and Supersedes All Previous Carrier Access Services Tariffs

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Issued July 30, 2001

Effective August 1, 2001

Issued By  
Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

CARRIER ACCESS 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.

CARRIER ACCESS 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 1776 W. March Lane, Stockton, CA 95207.

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**Issued July 30, 2001**

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Issued By  
Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

## CARRIER ACCESS SERVICES TARIFF

## 1.0 DEFINITIONS

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

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 - The person, organization, or entity who initiates or ultimately receives a telephone transmission.

FCC - 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.

## CARRIER ACCESS 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 FCC. 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.

## CARRIER ACCESS SERVICES TARIFF

## 2.0 GENERAL REGULATIONS (Cont'd)

## 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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Issued July 30, 2001

Effective August 1, 2001

Issued By  
Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

## CARRIER ACCESS SERVICES TARIFF

## 2 GENERAL REGULATIONS (Cont'd)

## 2.6 Liability of the Company (Cont'd)

- 2.6.4 Neither the Company, nor any of its officers, directors, agents, or employees, shall be liable to Customers, End Users, or any other third persons, for any failure of performance hereunder due to causes beyond the Company's control, including but not limited to fire, flood, or other catastrophes; acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States government, or any other government including state and local governments having any jurisdiction over the Company or the service provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 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.

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Issued July 30, 2001

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Issued By  
Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

CARRIER ACCESS SERVICES TARIFF

2.0 GENERAL REGULATIONS (Cont'd)

2.7 Responsibility of the Customer (Cont'd)

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.

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.

CARRIER ACCESS SERVICES TARIFF

2.0 GENERAL REGULATIONS

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:

(i) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of Pac-West's Services;

(ii) 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.

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.

## CARRIER ACCESS SERVICES TARIFF

## 2.0 GENERAL REGULATIONS

## 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.

CARRIER ACCESS SERVICES TARIFF

3.0 CARRIER ACCESS SERVICES

3.1 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.

3.2 Switched Access Service

A. Carrier Access Service is available to interexchange carriers for originating or terminating interstate calls from or to end user Subscribers over local exchange circuits furnished by the Company. Except as to the charges for specified rate elements set forth herein, the Company concurs with, and Carrier Access Service is provided pursuant to, the Interstate switched access service tariff schedules of the carriers listed below on file with the Commission that are current and in effect as of the effective date of this tariff sheet. Reference is hereby made to those schedules for all terms, conditions, and, except as provided herein, rates applicable to Interstate Carrier Access Services provided by the Company.

State	Company	Company Tariff
Arizona	Qwest	FCC No. 1
	Verizon	FCC No. 16
California	SBC California (Pacific Bell)	FCC No. 1
	Verizon (former GTE exchanges)	FCC No. 14
	Verizon (former ConTel exchanges)	FCC No. 16
	Citizens Communications (Embedded Citizens Utilities and GTE)	FCC No. 1
	Surewest Telephone (Roseville)	FCC No. 1
Nevada	SBC Nevada (Nevada Bell)	FCC No. 1
	Sprint of Nevada	FCC No. 3
	Verizon	FCC No. 16
Oregon	Qwest	FCC No. 1
	Verizon (Former GTE exchanges)	FCC No. 14
	Verizon (Former ConTel exchanges)	FCC No. 16
Washington	Qwest	FCC No. 1
	Verizon (Former GTE exchanges)	FCC No. 14
	Verizon (Former ConTel exchanges)	FCC No. 16

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Issued By  
 Lynne Martinez,  
 Manager – Regulatory  
 Compliance  
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 1776 W. March Lane  
 Stockton, California 95207

CARRIER ACCESS SERVICES TARIFF

3.0 CARRIER ACCESS SERVICES (Cont'd)

3.1 SWITCHED ACCESS SERVICE (Cont'd)

- B. As required by the FCC in its Rulemaking on Access Charge Reform effective June 20, 2001 and its Eighth Report and Order and Fifth Order on Reconsideration Released May 18, 2004, Pac-West Telecomm's switched access rate will be billed in accordance with the abovementioned FCC orders. (T)  
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|  
(T)  
  
(D)  
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(D)

# EXHIBIT B

**CARRIER ACCESS SERVICES TARIFF**

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

**Service is provided by wire, radio, terrestrial or satellite facilities or a combination thereof.**

**This Cancels and Supersedes all Previous Pac-West Telecomm, Inc. Carrier Access Services Tariffs**

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**Issued July 30, 2001**

**Effective August 1, 2001**

**Issued By  
Christina Crowe,  
Manager - Regulatory  
Compliance  
Pac-West Telecomm. Inc.  
1776 W. March Lane  
Stockton, California 95207**

CARRIER ACCESS 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.

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1	Original	
2	Fourth Revised	*
3	Original	
4	Original	
5	Original	
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9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Second Revised	*
14.1	First Revised	*
14.2	Original	*
14.3	Original	*
14.4	Original	*
14.5	Original	*
15	Third Revised	

\* Indicates tariff page is new or Original

Issued February 15, 2006

Effective March 16, 2006

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 Lynne Martinez,  
 Manager – Regulatory  
 Compliance  
 Pac-West Telecomm, Inc.  
 1776 W. March Lane  
 Stockton, California 95207

CARRIER ACCESS SERVICES TARIFF

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Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

CARRIER ACCESS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

This Cancels and Supersedes All Previous Carrier Access Services Tariffs

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Effective August 1, 2001

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Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

PWT\_002793

CARRIER ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify a rate increase.
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Christina Crowe,  
Manager – Regulatory  
Compliance  
Pac-West Telecomm, Inc.  
1776 W. March Lane  
Stockton, California 95207

PWT\_002794

CARRIER ACCESS SERVICES TARIFF

**APPLICATION OF TARIFF**

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Stockton, California 95207

PWT\_002795

CARRIER ACCESS SERVICES TARIFF

1.0 DEFINITIONS

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

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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.

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PWT\_002796

## CARRIER ACCESS 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
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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 FCC. 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.

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Manager – Regulatory  
Compliance  
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