



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**FILED**  
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Application of **Pacific LightNet, Inc. dba** )  
**Wavecom Solutions** for a certificate of )  
public convenience and necessity to )  
provide interLATA and intraLATA )  
interexchange services and competitive )  
local exchange services as a reseller )  
\_\_\_\_\_ )

**A1103025**

Application No. \_\_\_\_\_

**APPLICATION OF PACIFIC LIGHTNET, INC.**

**(PUBLIC VERSION)**

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Date: 03/08/2011

Attorney for Applicant

**BEFORE THE PUBLIC UTILITIES COMMISSION**  
**OF THE STATE OF CALIFORNIA**

Application of **Pacific LightNet, Inc. dba** )  
**Wavecom Solutions** for a certificate of )  
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\_\_\_\_\_ )

**APPLICATION OF PACIFIC LIGHTNET, INC.**

Pursuant to Article I of Chapter 5 of the Public Utilities Code, Pacific LightNet, Inc. dba Wavecom Solutions (“Applicant”) hereby requests a certificate of public convenience and necessity (“CPCN”) from the California Public Utilities Commission (the “Commission”) to provide resold interLATA and intraLATA services and resold competitive local exchange and exchange access services in the state of California. In support of its application, Applicant provides the following information:

**I. INFORMATION REGARDING APPLICANT**

The legal name of Applicant is Pacific LightNet, Inc. Applicant is a corporation organized under the laws of the State of Hawaii. Its principal place of business is 1132 Bishop St. Suite 800, Honolulu, HI 96813, with an office at 4640 Admiralty Way, North Building, Suite 1200, Marina del Rey, CA 90292. Its phone number is 1-808-791-3064.

## **II. CORRESPONDENCE AND COMMUNICATIONS**

All communications, correspondence and pleadings with respect to this application should be directed to:

Thomas M. Lynch, Esq.  
Brennan Lynch, LLP  
705 Melvin Avenue, Suite 104  
Annapolis, Maryland 21401  
Telephone: (410) 349-4990  
Facsimile: (443) 926-0574  
Email: [tlynch@telecomlawyers.com](mailto:tlynch@telecomlawyers.com)

## **III. EX PARTE RELIEF**

Applicant requests that its application be granted on an ex parte basis.

## **IV. ARTICLES OF INCORPORATION**

Applicant is incorporated under the laws of Hawaii and is registered with the California Secretary of State as a foreign corporation. Copies of Applicant's Certificate of Incorporation and Certificate of Qualification in the State of California are attached hereto as **Exhibits A and B**, respectively.

## **V. CEQA COMPLIANCE**

Applicant will operate strictly as a reseller and will not construct any facilities. Accordingly, the services provided by the Applicant will have no adverse impact on the environment. Therefore, Applicant submits that its proposed services are exempt from CEQA.

**VI. DESCRIPTION OF PROPOSED CONSTRUCTION OR EXTENSION**

Applicant seeks authority to provide resold interexchange service throughout the state and resold local exchange services to the full extent permitted by Decision N. 95-07-054 and Decision No. 97-09-115. Applicant may offer both residential and business services. Applicant will provide its services using facilities and services furnished by other authorized carriers.

**VII. COMPETITORS AND CITIES AND COUNTIES**

Pursuant to Decision No. 97-06-107, applications for CLC authority, when no construction is proposed, are exempt from the requirements of Rule 18(b).

**VII. PERMITS**

No franchises or health and safety permits are required for the provision of the services described herein.

**IX. PUBLIC CONVENIENCE AND NECESSITY**

Applicant submits the following in support of its belief that the public convenience and necessity require Commission approval of its application:

1. Applicant's proposed services will be designed to meet the telephone needs of subscribers and permit subscribers to realize cost savings in communications services.
2. Commission approval of the instant application will reaffirm the principle of competition in the telecommunications market within California and

benefit California telephone users by providing: (a) lower-priced and better-quality service, (b) innovative telecommunications services, (c) efficient use of existing communications resources and increased diversification and reliability in the supply of communications services, and (d) development and expansion of the telecommunications industry in California with the attendant employment opportunities for California customers.

3. 47 U.S.C. § 253(a) establishes a national policy favoring competition in the provision of telecommunications services and forbids any regulation or other legal requirement that prohibits or has the effect of prohibiting any entity from providing a telecommunications service.

## **X. ESTIMATED COST OF CONSTRUCTION AND METHOD OF FINANCING**

Applicant does not intend to construct any facilities. Applicant intends to fund its operations through existing assets, internally-generated cash, and financing procured from vendors and private investors.

## **XI. STATEMENT OF PROPOSED RATES**

Applicant's proposed local carrier tariff describing the rates, services, and relevant terms and conditions of service is attached hereto as **Exhibit C**. The discretionary services and rates set forth in this tariff are "placeholders" and will be modified and finalized after Applicant receives its operating authority. At that time,

Applicant will file its tariff with the Commission setting forth its actual service offerings and rates.

### **XIII. GENERAL ORDER NO. 104-A**

With regard to the statement required by Section 2 of General Order No. 104-A, no such matters are known to have so occurred or known to be proposed. Applicant is not a publicly traded company and, therefore, has made no filings with the Securities and Exchange Commission; nor has it provided proxy statements to shareholders.

### **XIV. ESTIMATED NUMBER OF CUSTOMERS**

Applicant anticipates serving 4 customers in its first year of operation and 50 in its fifth year of operation.

### **XV. TECHNICAL ABILITY TO OFFER THE PROPOSED SERVICE**

Applicant is an information and communication technology company that specializes in virtual services, unified communications, and network-based, carrier and enterprise-grade voice and data solutions.

Founded in March, 2001 and headquartered in Honolulu, Hawaii, Applicant acquired assets that included approximately 550 miles of undersea fiber optic connectivity to all six major islands in Hawaii, the only telecommunications provider with this capability. Connectivity extends to both Asia and the west coast of the US. The most recent addition was the 2010 landing and management of a fiber optic cable originating in French Polynesia. Co-location and data hosting services are available on Oahu and Big Island.

After 2001, service was quickly implemented on and extended to Kauai, Maui, Molokai, Oahu, Lanai, and Big Island that continues in this configuration to the present. Additionally, within the first year, Applicant acquired Hawaii OnLine, Hawaii's largest Internet Service Provider at the time.

Applicant built a full line of services including those delivered as regulated, CLEC services as well as unregulated data services. Applicant is a CLEC in Hawaii. Customers have traditionally and continue to include retail, carrier/wholesale, and business-to-business connectivity for a full range of voice and data solutions. Industry concentrations included large and small enterprises as well as not-for-profit and government agencies.

Applicant's product portfolio consisted primarily of local and long distance phone services, Internet service, VoIP service, and Wireless Internet services. In 2008 it launched a hosted PBX solution for small businesses.

In 2009, new investment and change of ownership occurred. In 2010, Applicant began operating as Wavecom Solutions to emphasize an intensified interest in providing managed, virtual and unified communications solutions primarily to businesses.

Applicant's key personnel include Jeremy Amen, Simon Fiddian and Ken Hensarling.

**Jeremy Amen, *Chief Executive Officer***

Jeremy joined Applicant after a successful tenure at BT, where he served on BT America's executive management team. While there, he held various senior management positions in the company's global services organization, which included the division responsible for customer service operations for its international customers in the

Americas. Prior to that, Jeremy was employed by Infonet Services Corporation, a global managed data services company. At Infonet, Jeremy was a member of the executive management team, where he led the division responsible for deploying and supporting its world-wide network. He joined Infonet from O'Melveny & Meyers, LLP, where he practiced general business, and mergers and acquisitions law in the telecommunications and technology industries. Jeremy holds a BA from Harvard, a JD from the University of Pennsylvania Law School, and an MBA from the UCLA Anderson School of Management.

**Simon Fiddian**, *Chief Technology Officer*

Simon joined Wavecom Solutions as CTO in October, 2009, after working for BT in the 21st Century Network Architecture team in the Los Angeles office. While at BT, he was responsible for the Service Edge Application Management and Mobile Backhaul Architecture. Previously, he worked at Infonet Services Corporation where he held various roles including the design and implementation of one of the world's first global MPLS networks supporting converged managed services. Before joining Infonet, Simon worked for Telstra Corp in Melbourne, Australia where he was the design authority for Big Pond Home, oversaw the creation of its global Dial IP platform, and was responsible for the Switched Data Network Service and Operational support processes. He graduated from Swinburne University of Technology with a B.S. in Electrical Engineering.

**Ken Hensarling**, *Business Development*

Ken has over twenty years experience in the telecommunications and information technology industries. His background includes product development, product

management, sales, marketing, training, programming, and network operations. Prior to joining Applicant in 2005, Ken served as Sr. Director of Product Management at Spirent Communications in Hawaii. While at Spirent his product management and technical marketing teams helped double sales by launching several award winning products. In 1995 he opened the field sales office for Bay Networks in Honolulu and increased sales from \$1.5 million to over \$4.5 million in 18 months. Ken holds four degrees including a BA in Communications and a Doctorate in Computer Based Learning.

No affiliate, owner, officer, director, or other person in any management position has: (a) ever held a similar position in another telecommunications carrier that has abandoned service or gone bankrupt; (b) been sanctioned by the Federal Communications Commission or any other state regulatory agency for violation of any law or regulation; or (c) been found criminally or civilly liable, or is under investigation, for violation of Business and Professions Code section 17000 et seq. or for other actions involving misrepresentations to consumers.

The foregoing information clearly demonstrates that Applicant has access to the business experience and technical knowledge required to successfully carry out the proposed local exchange and interexchange operations.

## **XVI. FINANCIAL ABILITY TO OFFER THE PROPOSED**

Applicant hereby submits as **Exhibit D**, a copy of Applicant's most recently available balance sheet. Together, these documents demonstrate that Applicant has access to sufficient cash resources to meet the Commission's standards for resale carriers.

While this application is pending and continuing for a period of 12 months beyond certification, Applicant will provide the Commission with any further information requested to verify the availability of the requisite funds.

Pursuant to California Public Utilities Rule 11.4 and other authorities including General Order 66-C(2.2)(b) and California Public Utilities Code §583 requests the confidential financial records submitted as **Exhibit D** be filed under seal. *See* Motion for Leave to File Confidential Information Under Seal and Form of Order.

## **XVII. SCOPING INFORMATION**

**Proposed Category:** Applicant proposes that the Commission classify this proceeding as rate setting. Although this application does not affect rates, the definitions of “adjudicatory” or “quasi-legislative” as set forth in Rule 1.3(a) and (d) clearly do not apply to this application. Rule 7.1(e) 2 specifies that when a proceeding does not clearly fit any of the categories, it should be conducted under the rate setting procedures. In addition, Rule 1.3(e) defines rate setting proceedings to include “other proceedings” that do not fit clearly into any other category.

**Need for Hearing:** No hearings are needed for the Commission to act on Applicant’s request.

**The Issues To Be Considered:** The sole issues in this proceeding are whether Applicant has the technical and financial ability to carry out the proposed operations.

**Proposed Schedule:** Applicant proposes the following schedule:

30 days after filed date	Period for protest or response expires; projected submission date.
60 days after filed date	Commission meeting; Commission makes its decision on the application

WHEREFORE, Pacific LightNet, Inc. dba Wavecom Solutions requests that the Commission authorize it to provide resold interLATA and intraLATA services throughout the state of California and competitive local exchange services as a reseller to the full extent requested herein.

Respectfully submitted this 9th day of March, 2011.

**Pacific Lightnet, Inc. dba  
Wavecom Solutions**

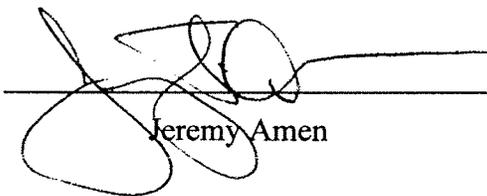
By   
Thomas M. Lynch  
Brennan Lynch LLP  
Attorneys for Applicant

**VERIFICATION**

I, Jeremy Amen, am the Chief Executive Officer of the Applicant named herein.  
I have read the application and am familiar with its contents. The matters stated herein  
are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of State of California that the  
foregoing is true and correct.

Executed this 8<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
Jeremy Amen

# Exhibit A

www.BUSINESSREGISTRATION.COM

FORM DC-5  
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FILED 04/16/2001 03:49 PM  
Business Registration Division  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
State of Hawaii

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
1010 Richards Street  
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810



**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
(Section 415-63.7, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, duly authorized officers of the corporation submitting these Amended and Restated Articles of Incorporation, certify as follows:

1. The name of the corporation is:

Pacific LightNet, Inc.

2. The Amended and Restated Articles of Incorporation adopted is attached.

3. The total number of shares outstanding is: 500,000

4. The Amended and Restated Articles of Incorporation was adopted (check one).

at a meeting of the shareholders held on \_\_\_\_\_  
(Month) Day Year

Class/Shares	Number of Shares Voting For Amendment	Number of Shares Voting Against Amendment

OR

by written consent dated April 10 2001 which all of the shareholders signed.  
(Month) Day Year

5. If the amendment(s) provides for an exchange, reclassification, or cancellation of issued shares, provisions necessary to effect the exchange, reclassification, or cancellation, if any, have been made.

6. The attached Amended and Restated Articles of Incorporation supersedes the original Articles of Incorporation and all amendments thereto.

We certify under the penalties of Section 415-136, Hawaii Revised Statutes, that we have read the above statements and that the same are true and correct.

Signed this 11 day of April, 2001

John Warta, President

(Type/Print Name & Title)

Petteri Mikkola, Secretary

(Type/Print Name & Title)

(Signature of Officer)

(Signature of Officer)

SEE INSTRUCTIONS ON REVERSE SIDE. The articles must be signed by two individuals who are officers of the corporation.

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## Attachment 1

### ARTICLE ONE

The name of the corporation (the "*Corporation*") is **Pacific Lightnet, Inc.**

### ARTICLE TWO

The mailing address of the principal office is Pacific Lightnet, Inc., c/o NextNet Investments LLC, 1737 B Street, Washougal, Washington 98671, Attention: John Warta. The address of the registered office of the Corporation in the State of Hawaii is Case Bigelow & Lombardi 737 Bishop Street, Suite 2600 Honolulu, Hawaii 96813, Attention: Tod Z. Tanaka. The name of the initial registered agent of the Corporation at such address is Tod Z. Tanaka.

### ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Hawaii Business Corporation Act (the "*HBCA*").

### ARTICLE FOUR

The total number of shares of stock authorized for issuance is five hundred twenty five thousand (525,000) shares of common stock, par value \$0.0001 per share ("*Common Stock*"), and two hundred fifty thousand (250,000) shares of preferred stock, par value \$0.0001 per share ("*Preferred Stock*"). Two hundred seventy five thousand (275,000) shares of Common Stock shall be designated class A common stock ("*Class A Common Stock*"), and two hundred fifty thousand (250,000) shares of Common Stock shall be designated class B common stock ("*Class B Common Stock*").

The respective rights, preferences, privileges, limitations and restrictions granted to or imposed upon the respective shares of capital stock of the Corporation or the holders thereof are as follows:

#### 1. Common Stock

##### a. Voting Rights.

- i. In addition to the rights provided by law or in the Corporation's By-laws, each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held on all matters as to which holders of Common Stock shall be entitled to vote. Holders of Class B Common Stock shall not, except as otherwise required by law, be entitled to voting rights on matters to which holders of Common Stock shall be

entitled to vote (including any rights to act by written consent or to notice of stockholder meetings or circulation of written consents, except as otherwise required by law).

- ii. The holders of the Class A Common Stock, voting separately as a class, shall have the special and exclusive right to elect all of the directors of the Board of Directors of the Corporation who are not otherwise elected by the holders of the Preferred Stock as set forth in Section 2(a)(ii).
  - iii. The special and exclusive voting rights set forth in Section 1(a)(ii) may be exercised either at a special meeting or annual meeting of the holders of all or any series or class of capital stock of the Corporation or pursuant to a written consent of such holders in lieu of a meeting. The directors to be elected pursuant to Section 1(a)(ii) shall serve for terms extending from the date of their election and qualification until the time of the next succeeding annual meeting of stockholders or until a successor has been elected pursuant to Section 1(a)(ii).
  - iv. If at any time any directorship to be filled pursuant to Section 1(a)(ii) has been vacant for a period of ten (10) days the Secretary of the Corporation shall, upon the written request of the holders of record of shares representing at least a majority of the voting power of the Common Stock then outstanding, call a special meeting of the holders of the Class A Common Stock for the purpose of electing a director or directors to fill such vacancy or vacancies. Such meeting shall be held at the earliest practicable date at such place as is specified in or determined in accordance with the Bylaws of the Corporation. If such meeting shall not be called by the Secretary of the Corporation within ten (10) days after personal service of said written request on him or her, then the holders of record of shares representing at least a majority of the voting power of the Class A Common Stock then outstanding, may designate in writing one of their number to call such meeting at the expense of the Corporation, and such meeting may be called by such person so designated upon the notice required for annual meetings of stockholders and shall be held at such specified place. Any holder of Class A Common Stock shall have access to the stock books of the Corporation for the purpose of calling a meeting of the stockholders pursuant to these provisions.
- b. Dividend Rights. Subject to the prior rights of holders of other outstanding securities of the Corporation having prior rights as to dividends, the holders of Common Stock shall be entitled to receive and shall be paid, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

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- c. Liquidation Rights. Upon the liquidation, dissolution or winding up of the affairs of the Corporation, the assets of the Corporation shall be distributed as provided in Section 2(c) of this Article.
- d. Redemption Rights. Except as may be agreed by the Corporation and the holders thereof, the Corporation shall have no right or obligation to redeem the Common Stock.

## 2. Preferred Stock

### a. Voting Rights.

- i. In addition to the rights provided by law or in the Corporation's By-laws and except as otherwise provided in these Articles of Incorporation, each share of Preferred Stock shall entitle the holder thereof to vote on all matters as to which holders of Class A Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Class A Common Stock as one class.
- ii. *For so long as there are issued and outstanding not less than one hundred twenty five thousand (125,000) shares of Preferred Stock, the holders of the Preferred Stock, voting separately as a class, shall have the special and exclusive right to elect two of the directors of the Board of Directors of the Corporation. If, at any time there shall be less than one hundred twenty five thousand (125,000) shares of Preferred Stock issued and outstanding, the holders of the Preferred Stock, voting separately as a class, shall have the special and exclusive right to elect one director of the Board of Directors of the Corporation.*
- iii. The special and exclusive voting rights set forth in Section 2(a)(ii) may be exercised either at a special meeting or annual meeting of the holders of all or any series or class of capital stock of the Corporation or pursuant to a written consent of such holders in lieu of a meeting. The director or directors to be elected pursuant to Section 2(a)(ii) shall serve for terms extending from the date of their election and qualification until the time of the next succeeding annual meeting of stockholders or until a successor has been elected pursuant to Section 2(a)(ii).
- iv. If at any time any directorship to be filled pursuant to Section 2(a)(ii) has been vacant for a period of ten (10) days the Secretary of the Corporation shall, upon the written request of the holders of record of shares representing at least a majority of the voting power of the Preferred Stock then outstanding, call a special meeting of the holders of the Preferred Stock for the purpose of electing a director or directors to fill such vacancy or vacancies. Such meeting shall be held at the earliest practicable date at

such place as is specified in or determined in accordance with the Bylaws of the Corporation. If such meeting shall not be called by the Secretary of the Corporation within ten (10) days after personal service of said written request on him or her, then the holders of record of shares representing at least a majority of the voting power of the Preferred Stock then outstanding, may designate in writing one of their number to call such meeting at the expense of the Corporation, and such meeting may be called by such person so designated upon the notice required for annual meetings of stockholders and shall be held at such specified place. Any holder of Preferred Stock shall have access to the stock books of the Corporation for the purpose of calling a meeting of the stockholders pursuant to these provisions.

- v. The Corporation shall not, and shall not permit any wholly-owned subsidiary or cause any wholly-owned subsidiary to take any of the following actions with respect to such wholly-owned subsidiary, without the affirmative consent or approval of the holders of at least a majority of the shares of Preferred Stock then outstanding, voting as a separate class:
1. effect any amendment, alteration or repeal of any of the provisions of the Articles of Incorporation of the Corporation or the Bylaws of the Corporation which adversely affects or diminishes the voting power, preference and relative participating, option and other special rights of the Preferred Stock, provided that in the event there are 125,000 or more shares of Preferred Stock outstanding, such affirmative consent or approval shall be required with respect to any (i) change in the number of authorized shares of capital stock of the Corporation and (ii) any issuance, after the date hereof, by the Corporation of any additional shares of capital stock of the Corporation;
  2. authorize, create, designate or establish any class or series of capital stock or other security or other instrument convertible into or exchangeable for any security ranking senior to or pari passu with the Preferred Stock or reclassify any shares of Common Stock into shares having any preference or priority as to dividends or assets superior to any such preference or priority of the Preferred Stock (which, in the event that there are 125,000 or more shares of Preferred Stock outstanding, shall include an amendment or alteration to these Articles of Incorporation to grant voting rights to the Class B Common Stock) or in any other manner amend or modify the powers, privileges, preferences, or rights, or qualifications, limitations or restrictions of the Preferred Stock as to materially adversely affect the holders thereof;

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3. in any manner amend or modify the powers, privileges, preferences, or rights, or qualifications, limitations or restrictions of the Preferred Stock;
4. consummate any Corporate Transaction or Liquidation (except as may be required by these Articles of Incorporation);
5. directly or indirectly pay or declare any dividend or make any distribution upon or in respect of the Preferred Stock or the Common Stock;
6. consummate any transaction or series of related transactions whereby the Corporation shall transfer, assign, exclusively license or make any other disposition of any material asset, assets or capital stock, or any combination thereof, of the Corporation unless, the proceeds of such proposed transaction shall be in cash and be used to redeem all outstanding shares of Preferred Stock pursuant to the redemption provisions of this Article Four;
7. consummate any transaction or series of related transactions whereby the Corporation shall acquire (by purchase, lease or any other means) any assets in excess of \$5,000,000;
8. incur indebtedness, in any transaction or series of related transactions, in excess of \$5,000,000;
9. lend to any party or make a guarantee of any indebtedness in excess of \$500,000;
10. with respect to any indebtedness of the Corporation, make any prepayment in excess of \$5,000,000, at any one time or within any twelve month period, or engage in the refinancing of such indebtedness;
11. enter into any partnership, limited partnership, joint venture, limited liability company or similar type of agreement with any third party or any of the Corporation's officers, directors or stockholders unless as a direct result of such agreement all outstanding shares of Preferred Stock shall be redeemed pursuant to the redemption provisions of this Article Four;
12. make any material change in the business of the Corporation as conducted as of the date hereof and as proposed to be conducted hereafter;
13. make any assertion, settlement, compromise or abandonment of any claim, action, proceeding or debt due to, owned by or asserted

against the Corporation which shall singly or in the aggregate be in excess of \$1,000,000; and

14. take any action, including, but not limited to, entering into any agreement, pursuant to which the Corporation shall as a result breach or become in default of any agreement to which the Corporation is a party and is in full force and effect on the date hereof.

b. Dividend Rights.

- i. The holders of each share of Preferred Stock shall be entitled to receive, before dividends shall be declared or paid upon or set aside for the Common Stock, cumulative dividends in cash at the per annum rate of ten percent (10%), calculated and accruing daily on the basis of a three hundred sixty five (365) day year, of the Liquidation Amount (as defined in Section 2(c) hereof) per share of Preferred Stock, when, as and if declared by the Board of Directors of the Corporation, out of any assets of the Corporation legally available therefor. Dividends shall be payable in arrears on March 31, beginning on March 31, 2002. Dividends on each share of Preferred Stock shall accrue and be cumulative from the date of issuance of such share of Preferred Stock (the "*Original Issuance Date*") (whether or not there shall be funds of the Corporation legally available for the payment of such dividends and whether or not declared by the Board of Directors of the Corporation) so that if at any time Accrued Dividends (as hereinafter defined) upon the Preferred Stock shall not have been paid or declared and a sum sufficient for payment thereof set apart, the amount and deficiency in such dividends shall be fully paid (but without interest) or dividends in such amount shall have been declared on the shares of the Preferred Stock and a sum sufficient for the payment thereof shall have been set apart for such payment, before any dividend shall be declared or paid or any other distribution ordered or made upon shares of Common Stock and before any sum or sums shall be set aside for or applied to the purchase or redemption of any shares of Common Stock. Dividends payable on the Preferred Stock for any period less than a full year shall be computed on the basis of the actual number of days elapsed and the actual number of days in the relevant year.
- ii. "*Accrued Dividends*" shall mean (whether or not there shall have been net profits or net assets of the Corporation legally available for the payment of dividends) that amount that shall be equal to dividends at the full rate fixed for the Preferred Stock, which amount shall compound annually, as provided herein (plus any other dividends declared but unpaid) for the period of time elapsed from the Original Issuance Date to the date as of which Accrued Dividends are to be computed less an amount equal to all

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dividends paid on the Preferred Stock through the date of calculation thereof.

c. Liquidation Rights.

- i. Upon a Liquidation (as defined below) the holders of Preferred Stock shall be entitled to receive, prior and in preference to the holders of Common Stock, out of the assets of the Corporation available for distribution to its stockholders with respect to each share of Preferred Stock, one hundred dollars (\$100.00) (subject to equitable adjustment to reflect stock splits, stock dividends, stock combinations, recapitalizations, and like occurrences) plus any Accrued Dividends (the "*Liquidation Amount*"). If upon any Liquidation the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of Preferred Stock the full Liquidation Amounts to which they shall be entitled, the holders of Preferred Stock shall share ratably in any distribution of assets based on the amounts which would be payable to them on or with respect to the shares of Preferred Stock held by them upon such distribution pursuant to this Section 2(c) as if all amounts payable on or with respect to such shares were paid in full. After distribution to the holders of Preferred Stock of the full Liquidation Amount, the holders of the Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders.
- ii. For purposes of this Section 2, a Corporate Transaction (as defined below) shall be treated as a Liquidation and shall entitle the holders of Preferred Stock to receive, upon the consummation of such Corporate Transaction, consideration in the same form as is to be provided in such Corporate Transaction (whether cash, securities, other property or any combination thereof), having a value (as determined by the Board of Directors of the Corporation acting in good faith) equivalent to the amounts to which such holders of Preferred Stock would otherwise have been entitled pursuant to Section 2(c)(i) assuming such Corporate Transaction had constituted a Liquidation within the meaning of said Section 2(c).
- iii. As used herein, the following terms shall have the following respective meanings:
  1. "*Corporate Transaction*" means (A) any consolidation or merger of the Corporation, other than any merger or consolidation resulting in the holders of the capital stock of the Corporation entitled to vote for the election of directors immediately prior to such consolidation or merger holding a majority of the capital stock of the surviving or resulting entity entitled to vote for the election of directors, (B) any person or entity (including any affiliates thereof) becoming the holder of a majority of the capital

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stock of the Corporation entitled to vote for the election of directors, or (C) any sale or other disposition by the Corporation of all or substantially all of its assets, in each case, whether in a single transaction or series of related transactions.

2. "**Liquidation**" means any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

iv. In the event of a Corporate Transaction, a voluntary Liquidation or any notice regarding an involuntary Liquidation, the Corporation shall provide written notice to each stockholder of such event not less than ten (10) business days prior to the date on which such event is reasonably anticipated to occur.

d. Corporation Redemption Rights. The shares of Preferred Stock may be redeemed by the Corporation as follows:

i. At any time hereafter, the Corporation may require the holders of the Preferred Stock to tender for redemption all or any part of the shares of Preferred Stock at the price per share equal to the Liquidation Amount (the "**Redemption Price**") in accordance with the provisions of this Section 2(d), by giving notice to that effect, including the number of shares of Preferred Stock to be redeemed, to each holder of Preferred Stock at least thirty (30) days prior to the date on which a redemption is to occur (each a "**Redemption Date**") by mail, postage prepaid, overnight courier or by facsimile, to each holder of record (at the close of business on the business day next preceding the day which the Redemption Notice is given) of shares of Preferred Stock notifying such holder of the redemption and specifying the Redemption Price per share, the Redemption Date and the place where the Preferred Stock shall be tendered and said Redemption Price shall be payable (the "**Redemption Notice**"). The Redemption Notice shall be addressed to each holder at its address as shown on the records of the Corporation.

ii. From and after the close of business on a Redemption Date, unless there shall have been a default in the payment of the Redemption Price, all rights of holders of shares of Preferred Stock subject to redemption pursuant to Section 2(d)(i) on such Redemption Date (except the right to receive the Redemption Price) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or deemed to be outstanding for any purpose whatsoever. In the event of a default in payment, the shares of Preferred Stock with respect to which the full Redemption Price has not been paid shall remain outstanding and entitled to all rights and preferences provided herein.

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- iii. Any shares of Preferred Stock redeemed pursuant to this Section 2(d) or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Preferred Stock.
- e. Preferred Stockholder Redemption Rights. The shares of Preferred Stock may be redeemed as follows:
- i. At any time after fifth (5th) anniversary of the date of issuance of the Preferred Stock, the holders of a majority of the outstanding shares of Preferred Stock may require the Corporation to redeem all or any part of the shares of Preferred Stock at the Redemption Price in accordance with the provisions of this Section 2(e), by giving notice to that effect to the Corporation at least one hundred twenty (120) days prior to the date on which such holders wish to require that a redemption occur (a "**Stockholder Redemption Date**"). If the Corporation receives such notice, then at least twenty (20) days prior to a Stockholder Redemption Date, written notice (the "**Stockholder Redemption Notice**") shall be given by the Corporation by mail, postage prepaid, overnight courier or by facsimile, to each holder of record (at the close of business on the business day next preceding the day which the Stockholder Redemption Notice is given) of shares of Preferred Stock notifying such holder of the redemption and specifying the Redemption Price per share, the Stockholder Redemption Date and the place where said Redemption Price shall be payable. The Stockholder Redemption Notice shall be addressed to each holder at its address as shown on the records of the Corporation.
  - ii. If the funds of the Corporation legally available for redemption of Preferred Stock on any Stockholder Redemption Date are insufficient to redeem the number of shares of any series of Preferred Stock required under this Section 2(e) to be redeemed on such date (a "**Redemption Nonpayment**"), the holders of a majority of such shares of such series of Preferred Stock shall have the option, but not the obligation, to, by written notice to the Board of Directors of the Corporation at any time following the date of such Redemption Nonpayment, require that the Board of Directors take all such actions as are necessary or desirable to dissolve the Corporation pursuant to the HBCA.
  - iii. From and after the close of business on a Stockholder Redemption Date, if there shall have been the payment of the Redemption Price, all rights of holders of shares of Preferred Stock to be redeemed on such Stockholder Redemption Date (except the right to receive the Redemption Price) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or deemed to be outstanding

04/17 ' 120040

for any purpose whatsoever. The shares of Preferred Stock with respect to which the full Redemption Price has not been paid shall remain outstanding and entitled to all rights and preferences provided herein.

- iv. In the event that the Preferred Stockholders do not exercise their rights pursuant to Section (e)(ii), then if the funds of the Corporation legally available for redemption of Preferred Stock on any Stockholder Redemption Date are insufficient to redeem the number of shares of any series of Preferred Stock required under this Section 2(e) to be redeemed on such date, the holders of shares of such series of Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the full number of shares owned by them if all outstanding shares of such series of Preferred Stock to be redeemed on such Stockholder Redemption Date were redeemed in full. At any time thereafter when additional funds of the Corporation become legally available for the redemption of Preferred Stock, such funds will be immediately used to redeem the balance of the shares of such series of Preferred Stock which the Corporation was theretofore obligated to redeem, ratably on the basis set forth in the preceding sentence.
- v. Any shares of Preferred Stock redeemed pursuant to this Section 2(e) or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Preferred Stock.

## ARTICLE FIVE

No director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that the foregoing provision shall not eliminate or limit the liability of a director for (i) any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) the directors willful or negligent violation of any provision of the HBCA regarding payment of dividends or stock purchase or redemption or (iv) any transaction from which the director derived any improper personal benefit.

The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Hawaii any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including

attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Hawaii any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

Expenses (including attorneys' fees) incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article Five.

If the HBCA is amended after the date of incorporation of the Corporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of any director of the Corporation shall be eliminated or limited to the fullest extent permitted by the HBCA, as so amended.

Any repeal or modification of this Article Five by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

## ARTICLE SIX

Meetings of the stockholders of the Corporation may be held within or without the State of Hawaii, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision in the HBCA) outside the State of Hawaii at such place or places as may be designated from time to time by the Board of Directors.

## ARTICLE SEVEN

The initial board of directors shall consist of four (4) directors. The names and mailing addresses of the individuals who are to serve as directors until the first annual meeting of shareholders or until their successors are elected or qualified are as follows:

### Directors:

John Warta  
1737 B Street  
Washougal, Washington 98671

Rhonda Kennedy  
888 SW Fifth Avenue  
Suite 1170  
Portland, Oregon 96204

John Maraia  
1285 Avenue of the Americas  
New York, New York 1001

Masahiro Honda  
8-1, Marunochi 3-Chome  
Chiyodaku, Tokyo 100-8623  
Japan

### Officers:

President and Vice President  
John Warta  
1737 B Street  
Washougal, Washington 98671

Secretary and Treasurer  
Peter Mikkola  
1737 B Street  
Washougal, Washington 98671

05/02 0120110

## ARTICLE EIGHT

The number of directors of the Corporation shall be fixed in the manner provided in the Bylaws.

## ARTICLE NINE

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred upon stockholders herein are granted subject to this reservation.

## ARTICLE TEN

Subject to Article Four, the Bylaws may be altered or amended or Bylaws adopted by the Board of Directors by the affirmative vote of a majority of the Board of Directors at any regular meeting of the Board of Directors, at any special meeting of the Board of Directors if *notice of the proposed alteration, repeal or adoption is included in the notice of such special meeting* or by action by written consent as provided in the HBCA.

## ARTICLE ELEVEN

No preemptive right to purchase any securities of the Corporation shall inure to the holders of capital stock of the Corporation solely by reason of such ownership of such capital stock of the Corporation.

[Remainder of page intentionally left blank.]

04/17/2004 12:00:40

Nonrefundable Filing Fee:  
Profit Corporation: \$50.00  
Nonprofit Corporation: \$20.00

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division



1010 Richards Street

Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810

FILED 04/27/2001 02:08 PM  
Business Registration Division  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
State of Hawaii

**CORRECTION**

(Section 415-55.5, 415B-10.5, 425-1.7, 425D-206.8, 42B-207, 425-187, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

Please check one:

- Profit Corporation (F/§50/B14)
- Nonprofit Corporation (F/§20/B14)
- General Partnership (F/§25/B33, §H/§12)
- Limited Partnership (F/§20/B34)
- LLC (F/§50/L14)
- LLP (F/§100/L34)

1. Name of business entity: Pacific Lightnet, Inc. #121674D1  
(Corporation, Partnership, LLC Name)

2. Describe the document to be corrected, including the date the document was filed with the Department of Commerce and Consumer Affairs, or attach a copy of the document to be corrected.  
Articles of Incorporation filed on March 23, 2001.

3. Specify the incorrect statement and give the reason it is incorrect or describe the manner in which the document was defectively executed, attested, sealed, verified, or acknowledged.

See attached

4. The incorrect statement or defective execution is corrected as follows or as attached hereto:

See attached

5. For LLC only, attach the entire corrected record.

We certify under the penalties of Section 415-136, 415B-158, 425-13, 425D-204, 425D-1108, Hawaii Uniform Limited Liability Company Act, and Hawaii Limited Liability Partnership Act, Hawaii Revised Statutes, as applicable, that we have read the above statements and that the same are true and correct.

Signed this 27th day of April, 2001

John Warta, President

Petteri Mikkola, Secretary

(Type/Print Name & Title)

(Type/Print Name & Title)

(Signature)

(Signature)

SEE INSTRUCTIONS ON REVERSE SIDE. For corporations, document must be signed by two individuals who are officers of the corporation. General partnerships must be signed by a general partner. Limited partnerships must be signed by all general partners. For LLC, must be signed and certified by at least one manager of a manager-managed company or by at least one member of a member-managed company.

04/30/200120016

ATTACHMENT TO CORRECTION  
OF  
PACIFIC LIGHTNET, INC.

3. Specify the incorrect statement and give the reason it is incorrect or described manner in which the document was defectively executed, attested, sealed, verified or acknowledged:

Due to typographical errors in Article IV the following were incorrect:

- a. The zip codes in the addresses for Rhonda Kennedy and John Maraia are incorrect.
- b. The first name of Masahito Honda was misspelled as "Masahiro".

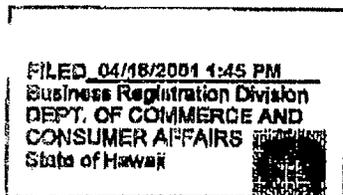
Due to typographical error in Article V the first name of Petteri was misspelled as "Peter".

4. The incorrect statement in Article IV is corrected as follows:

<u>Name</u>	<u>Address</u>
Rhonda Kennedy	888 SW Fifth Avenue Suite 1170 Portland, Oregon 97204
John Maraia	1285 Avenue of the Americas New York, New York 10019
Masahito Honda	8-1, Marunochi 3-Chome Chiyodaku, Tokyo, 100-8623 Japan

The incorrect statement in Article V is corrected as follows:

<u>Title</u>	<u>Name</u>	<u>Address</u>
Secretary	Petteri Mikkola	1737 B Street Washougal, Washington 98671
Treasurer	Petteri Mikkola	1737 B Street Washougal, Washington 98671



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STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
1010 Richards Street  
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810

FORM DC-2  
1/2001



ARTICLES OF AMENDMENT TO CHANGE CORPORATE NAME  
(Section 415-61, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

121674 D1

The undersigned, duly authorized officers of the corporation submitting these Articles of Amendment, certify as follows:

- The present name of the corporation is:  
Opah Networks, Inc.
- The name of the corporation is changed to:  
Pacific LightNet, Inc.
- The total number of shares outstanding is: 500,000
- The amendment to change the corporation name was adopted (check one):  
 at a meeting of the shareholders held on \_\_\_\_\_ (Month) \_\_\_\_\_ Day \_\_\_\_\_ Year

04/17/2001 12:06:29

Class/Series	Number of Shares Voting For Amendment	Number of Shares Voting Against Amendment

OR

by written consent dated April 10 2001 which all of the shareholders signed.  
(Month) (Day) (Year)

We certify under the penalties of Section 415-136, Hawaii Revised Statutes, that we have read the above statements and that the same are true and correct.

Signed this 11 day of April, 2001

John Warta, President

(Type/Print Name & Title)

(Signature of Officer)

Petteri Mikkola, Secretary

(Type/Print Name & Title)

(Signature of Officer)

SEE INSTRUCTIONS ON REVERSE SIDE. The articles must be signed by two individuals who are officers of the corporation.

# Exhibit B

State of California  
Secretary of State

**CERTIFICATE OF QUALIFICATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **9TH day of MARCH, 2011**, **PACIFIC LIGHTNET, INC.**, a corporation organized and existing under the laws of **HAWAII**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of March 10, 2011.



A handwritten signature in black ink that reads "Debra Bowen".

**DEBRA BOWEN**  
Secretary of State

MAR 09 2011

**Statement and Designation  
by Foreign Corporation**

Pacific LightNet, Inc.

(Name of Corporation)

\_\_\_\_\_, a corporation organized and existing under the  
laws of Hawaii, makes the following statements and designation:  
(State or Place of Incorporation)

- 1. The address of its principal executive office is \_\_\_\_\_  
1132 Bishop St. Suite 800, Honolulu, HI 96813
- 2. The address of its principal office in the State of California is \_\_\_\_\_  
(If none, leave Item 2 blank.)  
4640 Admiralty Way, North Building, Suite 1200, Marina del Rey, CA 90292

**Designation of Agent for Service of Process in the State of California**  
(Complete either Item 3 or Item 4.)

3. (Use this paragraph if the process agent is a natural person.)

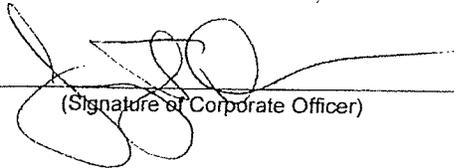
\_\_\_\_\_, a natural person residing in the State of  
California, whose complete street address is \_\_\_\_\_

\_\_\_\_\_, is designated as agent upon whom process directed to  
this corporation may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is another corporation.)

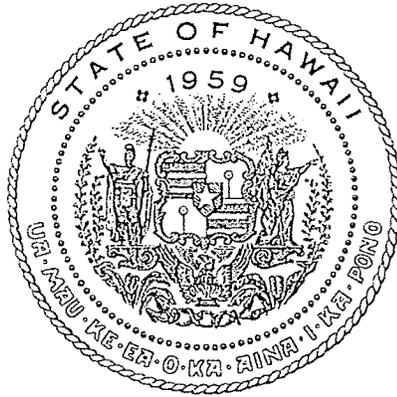
National Registered Agents, Inc.  
a corporation organized and existing under the laws of Delaware,  
is designated as agent upon whom process directed to this corporation may be served within the State  
of California, in the manner provided by law.

5. It irrevocably consents to service of process directed to it upon the agent designated above, and to  
service of process on the Secretary of State of the State of California if the agent so designated or the  
agent's successor is no longer authorized to act or cannot be found at the address given.

  
(Signature of Corporate Officer)

Jeremy Amen  
Chief Executive Officer  
(Typed Name and Title of Officer Signing)

*If an individual is designated as the agent for service of process, include the agent's business or residential street address in California (a P.O. Box address is not acceptable). If another corporation is designated as the agent for service of process, do not include the address of the designated corporation. Note: Corporate agents must have complied with California Corporations Code section 1505 prior to designation, and a corporation cannot act as its own agent.*



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Interim Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that according to the records of this Department,

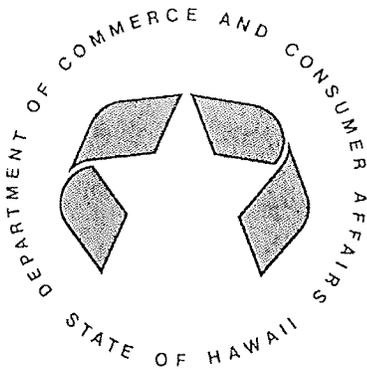
PACIFIC LIGHTNET, INC.

was incorporated under the laws of the State of Hawaii on 03/23/2001 ; and that it is an existing corporation in good standing, and is duly authorized to transact business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: March 03, 2011

Interim Director of Commerce and Consumer Affairs





I hereby certify that the foregoing  
transfer of 2 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

MAR 16 2011

Date: \_\_\_\_\_ *AB*

*Debra Bowen*  
DEBRA BOWEN, Secretary of State

# Exhibit C

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

TARIFF SCHEDULES

Applicable to

LOCAL EXCHANGE  
TELEPHONE SERVICES

of

Pacific LightNet, Inc.

in the State of California

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

TARIFF CHECK SHEET

Current sheets in this tariff schedule are as follows:

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original		
Sheets 2 - 59	Original		

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

TABLE OF CONTENTS

<u>SUBJECT MATTER</u>	<u>SHEET NO.</u>
Tariff Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
Application of Tariff	5
Tariff Format	6
1. Definitions	7
2. Regulations	10
3. Service Descriptions	47
4. Promotions	52
5. Privacy	53

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

EXPLANATION OF SYMBOLS

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify increase.
- (L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify reduction
- (T) - To signify a change in wording of text but not change in rate, rule or condition.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of communications services to Customers within the State of California by Pacific LightNet, Inc. In addition to the rates listed in this tariff, applicable service charges, taxes and fees, and federal, state and local surcharges are added to the Customer's bill as described in Section 2.5.1.1. The charges, taxes and fees are updated periodically in compliance with California resolutions. From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. Promotional offerings are listed in Section 4 of this tariff.

TARIFF FORMAT

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.1
- 2.1.1.1.1
- 2.1.1.1.1.1

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

1.0 DEFINITIONS

Access Line - An arrangement which connects the Customer's location to a Time Warner Telecom of California, L.P. switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

Business Line Termination - For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

Call - A Customer attempt for which the complete address code is provided.

Commission - The California Public Utilities Commission.

Company or Carrier - Time Warner Telecom of California, L.P. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's rate sheet.

Dedicated Access - See Special Access.

Dedicated Long Distance -The direct dial service over the Company's carrier's digital network via a DS-1 connection between the Company's switch and the carrier's nearest hub.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

1.0 DEFINITIONS (Cont')

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this rate sheet. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of the Carrier to serve End Users on a presubscribed basis rather than through the use of dial access codes.

Holidays - Holidays observed by the Carrier as specified in this rate sheet.

Integrated Business Line Service - Service provided to Customers that allows the grouping of rate components to meet a Customer's specific needs.

LATA - Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

Message - See "Call" as defined above.

Off-Net – Service provided by the Company that is carried in part on the Company's network.

On-Net – Service provided by the Company that is carried entirely on the Company's network.

Premises - A building or buildings on contiguous property.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
Chief Executive Officer

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COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

1.0 DEFINITIONS (Cont')

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this rate sheet.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Switched Services - Services provided to Customers that utilize Time Warner switching equipment or Access Service for the origination of interLATA toll calls.

Switchless Services - Services provided to Customers that utilize another carriers' switching equipment or Access Service for the origination of interLATA toll calls.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service on a resale basis in connection with one-way and/or two-way information transmission between points within the State of California under the terms of this Tariff.

Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity.

2.1.2 Limitations

2.1.2.1 Service is offered subject to the availability of ILEC facilities and the provisions of this Tariff.

2.1.2.2 The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this Tariff.

Advice Letter No. \_\_\_\_\_  
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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum period of at least one month, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to Company's monthly service Reminder Notice. If Customer does not provide payment prior to the expiration of the prepaid service period Customer's service will be disconnected. However, prior to disconnection of services, the Company will provide the Customer with a 7-day written notice. Company may, in its sole discretion, extend the service period for up to 10 days to allow Customer to make full payment for the next 30-day period upon payment of a Service Continuation Fee. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.

The 7-day notice will contain the Company's legal name; the Customer name, address and telephone number associated with the delinquent account; information sufficient for the Customer to identify what service(s) are to be terminated, and the delinquent amount(s), if basic service is to be disconnected, the notice will state the minimum amount that must be paid to retain basic service; the time or date by which payment, or arrangement for payment, must be made to avoid termination; a toll-free telephone number to reach the Company service representatives who can provide assistance; and the telephone number of the Commission's Consumer Affairs branch where the Customer may direct inquiries.

2.1.3.2 Customers may initiate service by either an oral or written Service Order which may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. If the service agreement is made verbally, the Company will, within 7 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill.

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Decision No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.3 This Tariff shall be interpreted and governed by the laws of the State of California without regard for the State's choice of laws provision.

2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.6 Solicitations by the Company, or its Agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10-point type.

2.1.3.7 Unauthorized Service Termination and Transfer: the Company shall restore the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

2.1.3.8 This service is voice applications. The Company reserves the right to adjust a customer's service upon appropriate notification. If it is determined that usage is not consistent with voice applications, customers' service may be assessed a \$25.00 monthly recurring data usage charge or disconnected pursuant to appropriate notification.

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

Advice Letter No. \_\_\_\_\_  
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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; riots, wars; unavailability of rights-of-way or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

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Decision No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.4 The Company shall not be liable for:

- (a) Any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers, or
- (b) For the acts or omissions of other common carriers or their employees or agents.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition to such installations.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:

- (a) Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and
- (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
- (c) All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, facilities or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.0 REGULATIONS (Cont'd)

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
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Resolution No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting terminal equipment or communications systems of the Customer, or any third-party acting as its agent, to the ILEC's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the ILEC's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company or ILEC equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or ILEC equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

2.0 REGULATIONS (Cont'd)

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 With respect to Emergency Number 911 Service:

(a) This service is offered solely as part of the resold ILEC service, where available, as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:

(1) Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or

(2) Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 (Cont'd)

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.16 In conjunction with a Nonpublished Listing, as described in Section 3.4.2.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 When a Customer with a Nonpublished Listing as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 The Company will concur with the tariff of Pacific Bell Section 2.1 Rules, 2.1.14 Rule No. 14 A.2. – Limitation of Liability stating that in the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

2.1.5 Services for the Deaf and Disabled  
The Company will participate in the Deaf and Disabled Equipment Program through the services provided by Pacific Bell Deaf and Disabled Services.

2.1.5.1 Only intrastate calls can be completed under the terms and conditions of this tariff.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services for the Deaf and Disabled (Cont'd)

2.1.5.2 Liability: The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, Company or ILEC equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.0 REGULATIONS (Cont'd)

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

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Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.1 Undertaking of the Company (Cont'd)

2.1.7 Provision of Equipment and Facilities

2.1.7.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.7.2 The Company shall use reasonable efforts to cause the ILEC to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities provided by the ILEC or the Company.

2.1.7.3 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the ILEC or the Company, including but not limited to the Customer.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Provision of Equipment and Facilities (Cont'd)

2.1.7.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) The reception of signals by Customer-provided equipment.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the ILEC, its agents or contractors.

2.2 Prohibited Uses

The services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.0 REGULATIONS (Cont'd)

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

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Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this Tariff;
- (b) Reimbursing the Company for damage to, or loss of, the Company's or ILEC's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or ILEC facilities and equipment installed on the premises of the Customer;
- (d) Any costs associated with altering the structure to permit installation of the ILEC-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- (e) Granting or obtaining permission for ILEC or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or ILEC facilities or equipment;
- (f) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities.

2.3.2 Claims

2.3.2.1 With respect to any service provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
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Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.3 Obligations of Customer (Cont'd)

2.3.2 Claims (Cont'd)

- (b) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.2.2 Any disputes or controversies arising out of the subject matter of this Tariff, where the Customer or Customers claim damages individually or in the aggregate in excess of \$3,000.00, shall be decided by arbitration. The parties shall select a mutually agreeable arbitrator or, if one can not be mutually agreed upon, then the party with the claim may request the local court in the county in which the claimant resides to appoint an arbitrator in accordance with local law. The decision of the arbitrator will be final.

2.4 Reserved For Future Use

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
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Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service provided by the Company to the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

The taxes will be listed separately on the reminder notice and all taxes will be separately itemized.

2.5.1.2 Federal Access Charge

The end user common line charge imposed by order of the FCC is paid by the Company to the ILEC and will be charged in addition to the rates stated in this Tariff.

2.5.1.3 Commission Mandated Surcharges

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges and Reimbursement Fee on all intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d/b/a SBC California) tariffs.

2.0 REGULATIONS (Cont'd)

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.5 Payment Arrangements (Cont'd)

2.5.2 Collection of Charges

2.5.2.1 Customers monthly service provided by Company shall be prepaid by Customer for each one-month period.

2.5.2.2 The Company shall present a Reminder Notice for Monthly Charges to the Customer in advance of the month for which service is provided.

2.5.2.3 The monthly reminder notice will be clearly organized and will only contain charges for products and services the purchase of which the Customer has authorized. Charges for non-communications related products and services may be included in the reminder notice but will be separated and labeled as such with a notice that nonpayment of non-communication-related products will not cause the disconnection of their basic telephone service.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Collection of Charges (cont'd)

2.5.2.4 The reminder notices will, at a minimum, contain the following information:

- (a) The company's legal name
- (b) Period of service to be covered by renewal period
- (c) Payment date to renew service
- (d) Late payment charges, if applicable) and date it was applied
- (e) How to pay
- (f) The Company's toll free number for billing inquiries and disputes, along with a postal address

2.5.2.5 Any payment made by a Customer shall be applied first against the balance due on that Customer's basic service unless the Customer directs otherwise.

2.5.2.6 Credit for payment will be made the date of receipt, except when a delay in crediting does not result in a finance or other charge.

2.5.2.7 Where a Customer is offered and agrees to an alternative payment plan, the Company will provide confirmation of the terms in writing if the Customer so requests.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
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Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Charges

The Customer shall notify the Company of any disputed charges within 2 years of notification of the charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102, or 107 South Broadway, Room 5109, Los Angeles, CA 90012, in accordance with the Commission's rules, indicated in Rule 8 of Appendix B in D.95-07-054.

2.5.3.1 The Company will notify the Customer in writing of the result of its investigation. If the Company has obtained proof of authorization within 30 days, it may require payment of the charge within 30 days of sending written notice to the Customer. The notice will state the reason for the Company's belief that the billing error alleged by the Customer is incorrect and include the amount due and the date of payment. If the Customer alleges that the authorization provided was fraudulent, or Company has reason to believe it was fraudulent based on other information, the Company will investigate further.

2.5.3.2 All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

2.5.3.3 While the investigation is pending, the Customer shall not be required to pay the disputed charge, no late charges or penalties may be applied, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of that charge.

2.5.4 Security

2.5.4.1 Customer Deposits

The Company does not require deposits from the Customer.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Expiration of Service

2.5.6.1 Customer's service will expire at the expiration of any prepaid service period unless Customer has paid to Company a Service Continuation Fee.

2.5.6.1.1 Basic local exchange service will not be disconnected on any day where the Company's service representatives are not available to assist Customers.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.2 Seven-day written notice will be provided to the Customer by the Company before disconnection of services. However, the Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.2.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud. The Company may discontinue service pursuant to this subsection

2.5.6.4.1 (a-i) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.2 (Cont'd)

2.5.6.2.1 (Cont'd)

- (c) The Customer has been given written notice by the Company of any past-due amount (which remains unpaid in whole or in part) for any of the Company's other services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
Jeremy Amen  
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Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.2 (Cont'd)

2.5.6.2.1 (Cont'd)

(e) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or

(2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(3) Any other fraudulent means or devices; or

(f) The Customer causes toll or any other charge by any entity other than the ILEC to appear on the Company's billing from the ILEC; or

(g) The service is abandoned by the Customer; or

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.2 (Cont'd)

2.5.6.2.1 (Cont'd)

(h) The service is used in such a manner as to interfere with the service of other users; or

(i) The service is used for unlawful purposes.

2.5.6.2.2 Immediately, upon notice to the Customer who has failed to pay any sum when due.

2.5.6.2.3 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that seven (7) day period.

2.5.6.3 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.4 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
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Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions.

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.1 Credit allowances for the interruption of service which is not due to the ILEC's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's or ILEC's facilities.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.2 The Customer shall be credited for any interruption at 1/30 times the Monthly recurring charge to the Customer by the Company for each full day of interruption, up to a maximum per month of the Monthly recurring charge for the applicable service.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruption of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruption due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, any User, or other common carrier providing service connected to the service of the Company;
- (b) Interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carrier connected to the Company's facilities;
- (c) Interruptions due to the failure or malfunction of non-Company equipment;
- (d) Interruptions of service during any period in which the Company and the ILEC are not given full and free access to their facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruption of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company or ILEC for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) Interruption of service due to circumstances or causes beyond the control of the Company.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Service

The Customer may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This does not relieve the Customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises before the Customer canceled.

2.8 Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company (or the ILEC) without the written consent of the Company.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.9 Notices and Communications

2.9.1 The Company shall mail or deliver all notices and other communications to the Customer at the service address, unless the Customer designates a separate address to which the Company's monthly Reminder Notice for service shall be mailed.

2.9.2 The Company shall designate on any Service Order, and on each Reminder Notice for service, an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each Reminder Notice for service to which the Customer shall mail payment on that Reminder Notice.

2.9.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all Reminder Notices mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or Reminder Notice with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices or other communications, by following the procedures for giving notice set forth herein.

2.9.5 The above notwithstanding, it is understood that Customer may give verbal notice of intent to disconnect service.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.10 Company Disclosures

2.10.1 The Company will provide the following upon request by any customer, including any former Customer for whom, in the judgment of either the Company or the Customer, charges or credits are still pending:

- (a) A description of each service for which charges appear(ed) on the Customer's bill, and sufficient information regarding that service to respond to the Customer's inquiry.
- (b) A toll-free telephone number that the Customer may call to reach the Company, and the Company's post office address to which the Customer may write, for inquiries, disputes and complaints related to the bill or to any other aspect of the Customer's service.
- (c) For any charges the Customer has placed on the bill on behalf of any other entity, but for which the Company does not handle inquiries, disputes and complaints: the name of the other entity, a toll-free telephone number the Customer may call, and a post office address to which the Customer may write, for inquiries, disputes and complaints related to those charges.

2.10.2 The Company will provide the following upon request by any Customer or other member of the public:

- (a) The Company's legal name, its designated utility number, and the names under which the Company offers regulated telecommunications service in California.
- (b) A description of the Company's service offerings that relate to the Customer's inquiry and are currently open to individual or small business Customers in California, and the applicable key rates, terms and conditions.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.10 Company Disclosures (Cont'd)

2.10.2 Cont'd

- (c) The address and toll-free telephone number of the Commission's Consumer Affairs Branch, and if the request is related to a complaint, an explanation that a consumer may contact CAB for assistance if he or she is not satisfied with the Customer's handling of his or her complaint.
- (d) A description of customers' privacy rights and how the Company handles confidential Customer information.

2.10.3 The Company, and those entities to whom the Company refers requests, will arrange to accept all requests within a reasonable time and without excessive waiting intervals or rejections for lack of staffing or facilities. As a guideline, the telephone lines used to take Customer inquiry, complaints, dispute and repair calls will give access to a Company representative as quickly and reliably as lines the Company provides for receiving incoming sales calls.

2.10.4 Response will be provided in writing if so requested, or by other methods mutually acceptable to both the requestor and carrier.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
Jeremy Amen  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

2.0 REGULATIONS (Cont'd)

2.10 Company Disclosures (Cont'd)

2.10.5 Reminder Notice Statements

The reminder notices will have the following statements:

If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at [www.cpuc.ca.gov](http://www.cpuc.ca.gov), or call 1-800-649-7570 or TDD 1-800-229-6846

Where a Notice includes charges for local exchange service, the section of the bill containing non-communications charges, when applicable, will include a notice that states:

Pacific LightNet, Inc. is not allowed to disconnect your basic local service for failure to pay this portion of your bill. It may, however, take steps other than disconnection, as permitted by law, to collect legitimate charges.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

*Issued by*  
**Jeremy Amen**  
Chief Executive Officer

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

COMPETITIVE LOCAL CARRIER

Pacific LightNet, Inc.  
4640 Admiralty Way, North Building, Suite 1200,  
Marina del Rey, CA 90292

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

3.0 SERVICE DESCRIPTIONS

3.0 SERVICE DESCRIPTIONS (Cont'd)

Advice Letter No. \_\_\_\_\_  
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3.0 SERVICE DESCRIPTIONS (Cont'd)

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3.0 SERVICE DESCRIPTIONS (Cont'd)

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3.0 SERVICE DESCRIPTIONS (Cont'd)

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Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

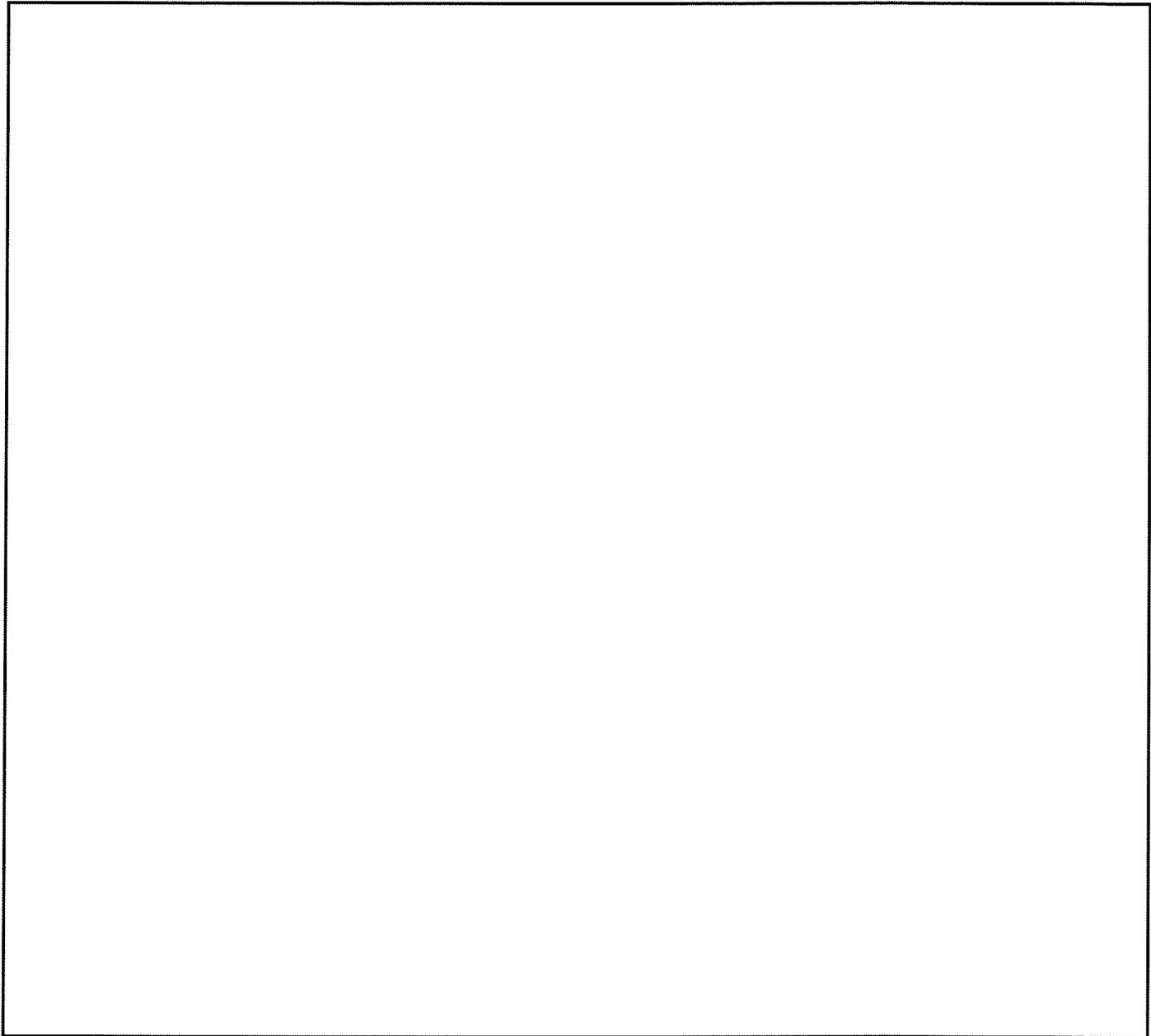
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Schedule Cal. P.U.C. No. 1-T  
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4.0 PROMOTIONS

Reserved for future use.

Advice Letter No. \_\_\_\_\_  
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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

5.0 PRIVACY

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer with a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer. The Company is subject to the privacy rules set forth in Appendix B of California Public Utilities Commission Decision Nos. 83-06-066, 83-06 073, and 83-09-061.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.

Advice Letter No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

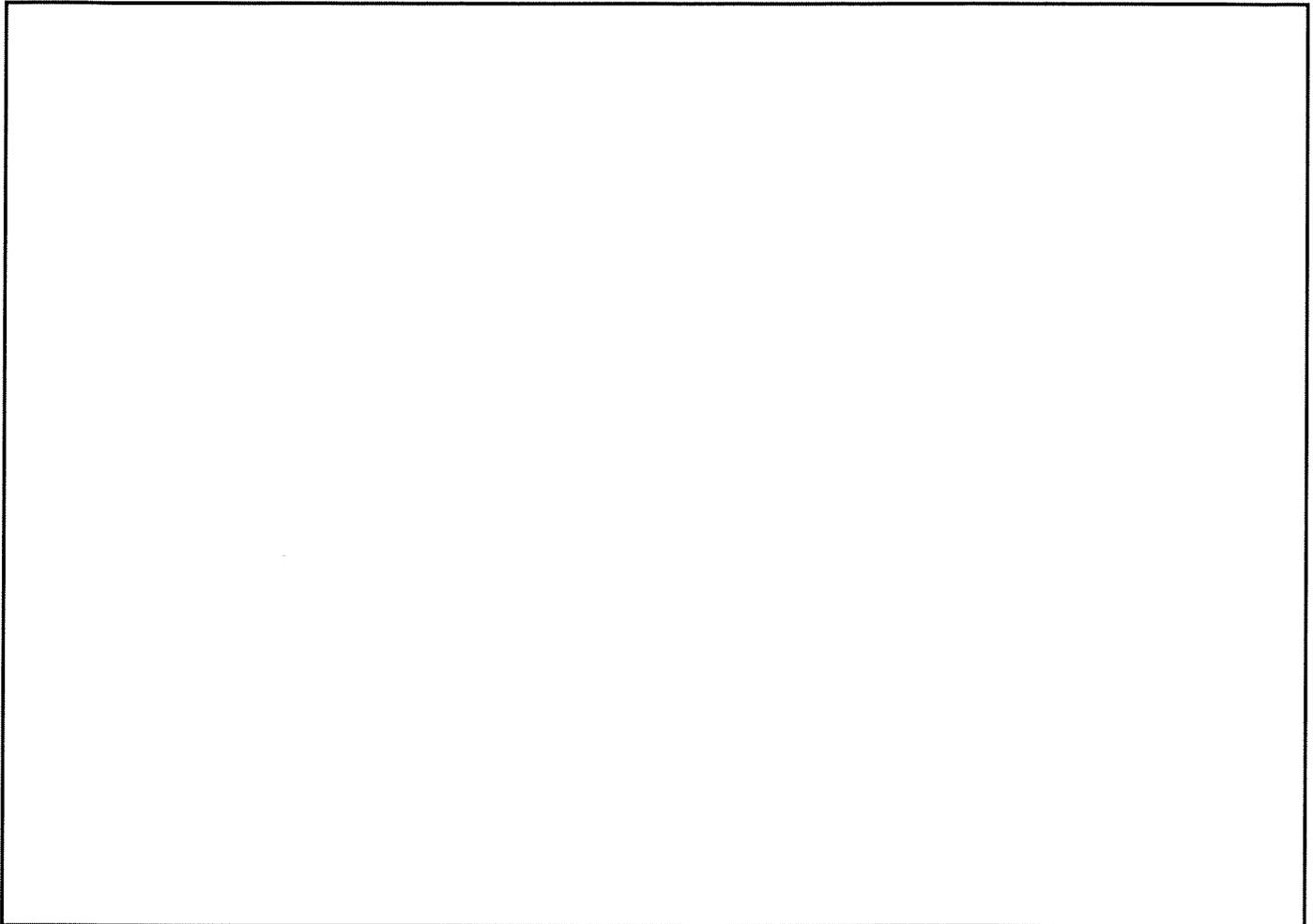
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# Exhibit D

EXHIBIT D - FINANCIAL INFORMATION  
CONFIDENTIAL-FILED UNDER SEAL