

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

**IN THE MATTER OF THE APPLICATION OF)
PAC-WEST TELECOMM, INC. FOR APPROVAL)
OF AMENDMENT TO ITS INTERCONNECTION)
AGREEMENT WITH SOUTHWESTERN)
BELL TELEPHONE COMPANY, L.P.,)
D/B/A AT&T MISSOURI)**

CASE NO. _____

**APPLICATION FOR APPROVAL OF AMENDMENT TO AN
INTERCONNECTION AGREEMENT**

COMES NOW Pac-West Telecomm, Inc. (“Pac-West” or “Applicant”) by its undersigned counsel, pursuant to 4 CSR 240.2.260 and 4 CSR 240.3.513(6)(C) and hereby files its Application for Approval of Amendment to an Interconnection Agreement between Applicant and Southwestern Bell Telephone Company, L.P. d/b/a AT&T Missouri (“AT&T Missouri”) which adopted the interconnection agreement between AT&T Missouri and XO Communications (“XO”) approved in Case No. TK-2006-0070. In support of this Application, Pac-West states as follows:

1. Applicant is a competitive local exchange carrier (“CLEC”) based in Stockton, California that holds a certificate issued by this Commission.¹ Pac-West’s primary business address is 1776 West March Lane Suite 250, Stockton, CA 95207. Pac-West is a facilities-based independent integrated communications services company that provides network capacity and services to other communications carriers, including ISPs, VoIP carriers, and other communications providers. Pac-West’s network includes all major metropolitan areas in California, as well as markets in Alabama, Arizona, Colorado, D.C., Florida, Georgia, Idaho, Maryland, Pennsylvania, Nevada, Oregon, Utah, Virginia, and Washington. In 2006 Pac-West

¹ Order dated December 29, 2005, in Case No. LA-2006-0155. Pac-West’s initial tariffs were approved on March 8, 2006, in Case No. LT-2006-0320.

began a network expansion project that will increase its footprint to cover more than half the U.S., including metropolitan as well as rural areas in Missouri. Applicant's authority to transact business in Missouri from the Secretary of State's Office is attached hereto as Exhibit 1. The telephone number, fax and email address for applicant are:

Telephone #	(303) 997-1997
Fax #	(303) 691-0199
Email Address:	rmunoz@pacwest.com

2. Applicant states, in accordance with 4 CSR 240.2.060(1)(K), that there are no pending actions or final unsatisfied judgments or decisions against Applicant in any state, federal agency or court which involve customer service or rates for which action, judgment or decision has occurred within three (3) years of the date of this Application.

3. Pursuant to 4 CSR 240-2.060(1)(L), Applicant states that the Pac-West does not have any overdue annual reports or assessment fees owed to the Commission.

4. Southwestern Bell Telephone Company, L.P. d/b/a SBC Missouri, is an Incumbent Local Exchange Carrier (ILEC) and is now doing business in Missouri as AT&T Missouri. SBC Missouri is a Texas limited partnership with its principal offices in Missouri located at One AT&T Center, Room 3520, St. Louis, Missouri 63101. SBC Missouri adopted a new fictitious name in Missouri subsequent to execution of this Agreement, "AT&T Missouri," as authorized by the Commission in Case No. IN-2006-0232. This change in fictitious name does not alter the identity of the parties to the agreement.

5. All communications, notices, orders and decisions respecting this Application and proceeding should be addressed to:

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AND

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6. The Commission approved the original agreement between AT&T Missouri and Pac-West on March 2, 2006, in the informal Case No. VT-2006-0037. The attached amendment has been agreed to by Applicant and AT&T Missouri, however, this amendment does not appear to qualify as an “Amendment previously approved by the Commission” for any other interconnection agreements. Thus, pursuant to 4 CSR 240-3.513(6)(C), Applicant presents to this Commission an amendment to the Interconnection Agreement for approval. The amendment is designed to add the OE-LEC Appendix, in its entirety, to the parties’ interconnection agreement and has been attached as Exhibit 2. It is a 6-page amendment, and is labeled in the top right corner of the first page “Appendix Out of Exchange Traffic/Southwestern Bell

Telephone, L.P.” This amendment results from negotiations between AT&T Missouri and Pac-West, and is not discriminatory against any telecommunications carrier. It is consistent with the public interest, convenience and necessity. As stated above, to Applicant’s knowledge, this particular type of interconnection agreement amendment has not been previously approved by the Commission, prompting this Application pursuant to 4 CSR 240-3.513(6)(C). Applicant’s officer’s verification is attached as Exhibit 3.

WHEREFORE, for the foregoing reasons, Pac-West Telecomm, Inc. respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between Pac-West Telecomm, Inc. and AT&T Missouri, namely “Amendment – OE-LEC Appendix.”

Respectfully submitted,



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COUNSEL FOR PAC-WEST
TELECOMM, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Verified Application has been served electronically on the General Counsel's Office, the Office of the Public Counsel and counsel for AT&T Missouri this 14th day of November, 2006.



Jesus Sifuentes

EXHIBIT 1

SECRETARY OF STATE CERTIFICATE

STATE OF MISSOURI



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

PAC-WEST TELECOMM, INC.

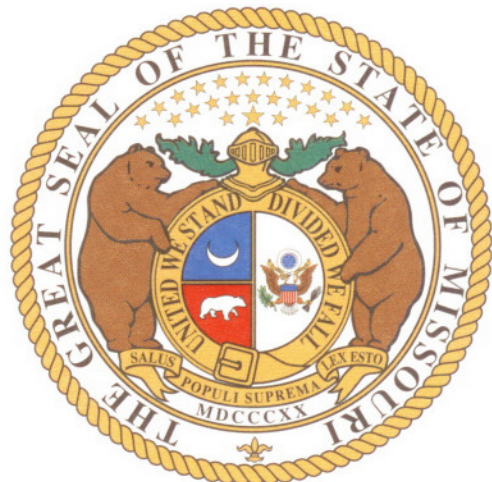
using in Missouri the name

**PAC-WEST TELECOMM, INC.
F00679288**

a CALIFORNIA entity was created under the laws of this State on the 17th day of August, 2005, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 23rd day of October, 2006


Secretary of State



Certification Number: 9143784-1 Reference:

Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

EXHIBIT 2

APPENDIX OUT OF EXCHANGE TRAFFIC

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means Pac-West Telecomm, Inc. operating within AT&T MISSOURI's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T MISSOURI.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T MISSOURI end user located in an AT&T MISSOURI local exchange area or;
 - (ii) Originates from an AT&T MISSOURI end user located in an AT&T MISSOURI local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T MISSOURI incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T MISSOURI's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T MISSOURI pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T MISSOURI agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T MISSOURI is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T MISSOURI's incumbent local exchange areas. AT&T MISSOURI has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T MISSOURI's incumbent local exchange areas. In addition, AT&T MISSOURI is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T MISSOURI's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any

associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T MISSOURI incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T MISSOURI has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T MISSOURI exchange areas and has a Point of Interconnection ("POI") located within AT&T MISSOURI exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T MISSOURI exchange areas. Based upon the foregoing, the Parties agree that AT&T MISSOURI's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T MISSOURI will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T MISSOURI's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T MISSOURI, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T MISSOURI End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T MISSOURI serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T MISSOURI is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T MISSOURI End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T MISSOURI terminated traffic or AT&T MISSOURI originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T MISSOURI shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T MISSOURI (as reflected in the LERG). Any compensation due AT&T MISSOURI for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T MISSOURI serving tandems are reflected by AT&T MISSOURI in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T MISSOURI tandem. AT&T MISSOURI shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T MISSOURI's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T MISSOURI will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T MISSOURI exchange areas, in AT&T MISSOURI Tandems and End Offices using AT&T MISSOURI's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T MISSOURI will exchange AT&T MISSOURI InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T MISSOURI will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T MISSOURI exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T MISSOURI exchange, AT&T MISSOURI shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T MISSOURI will not provision or be responsible for facilities located outside of AT&T MISSOURI exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T MISSOURI End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T MISSOURI a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T MISSOURI terminated traffic or AT&T MISSOURI originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T MISSOURI shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T MISSOURI (as reflected in the LERG). Any compensation due AT&T MISSOURI for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T MISSOURI serving tandems are reflected by AT&T MISSOURI in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T MISSOURI-tandem. AT&T MISSOURI shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T MISSOURI will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T MISSOURI exchange areas, in AT&T MISSOURI Tandems and End Office(s) using AT&T MISSOURI's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

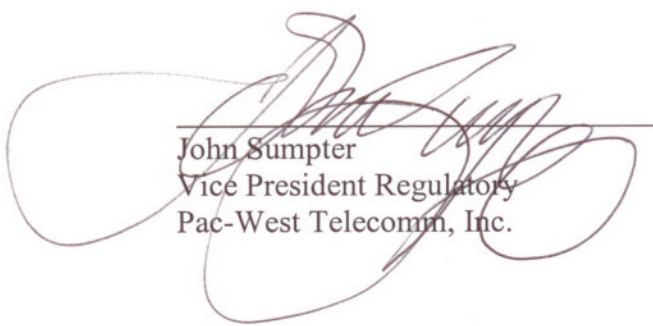
EXHIBIT 3

OFFICER VERIFICATION

I, John Sumpter, under penalty of perjury, certify as follows:

I am an Officer of the Company – Vice President Regulatory of Pac-West Telecomm, Inc. (“Pac-West”). I am authorized to make this verification on behalf of Pac-West. I have read the foregoing “Application for Approval of Amendment of an Interconnection Agreement” and know the contents thereof, and the facts stated therein are true and correct to the best of my knowledge, information and belief.

Executed in the State of California on this 6th day of November 2006.

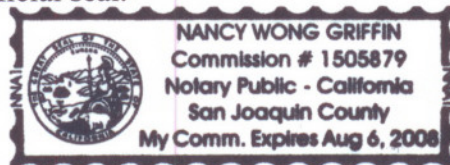


John Sumpter
Vice President Regulatory
Pac-West Telecomm, Inc.

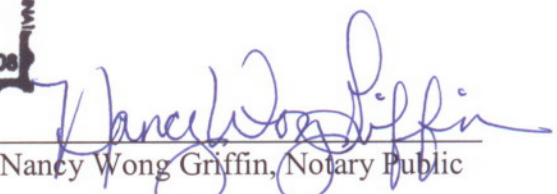
STATE OF CALIFORNIA :
: ss.
COUNTY OF SAN JOAQUIN :

Subscribed and sworn to (or affirmed) before me, Nancy Wong Griffin, Notary Public, on this 6th day of November, 2006 by John Sumpter, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



My Commission Expires: August 6, 2008



Nancy Wong Griffin, Notary Public