

Mart McCann
Interconnection Manager

Pac-West

209 926 4224
209 926 4585 fax

February 28, 2006

*RECEIVED*³

MAR 2 2006

Ms. Colleen M. Dale
Secretary of the Commission
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65101

*Records
Public Service Commission*

Re: Pac-West Telecomm, Inc. Short Form MFN Agreement
adopting the ICA between Southwestern Bell Telephone
Company, L.P., d/b/a AT&T—Missouri and XO
Communications approved in Case No. TK-2006-0070

Dear Ms. Dale:

Enclosed for filing with the Missouri Public Service Commission ("Commission") pursuant to 4 CSR 240-3.513(4)(A), is the short form interconnection agreement between Southwestern Bell Telephone Company, L.P., d/b/a AT&T—Missouri ("AT&T") and Pac-West Telecomm, Inc., adopting the interconnection agreement between AT&T and XO, which was approved by the Commission in Case No. TK-2006-0070.

If anything further is required by the Commission, please contact me.

Very truly yours,



Mart McCann

Enclosure

c: Danielle Burt, Swidler Berlin
Eddie A. Reed, Jr., Contract Management, AT&T, Inc.

**INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri¹ ("AT&T Missouri"), and Pac-West Telecomm, Inc. ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, Pac-West Telecomm, Inc. ("CLEC") has requested to adopt the Interconnection Agreement by and between AT&T Missouri and the separate CLEC designated in Section 2.4 below for the State of Missouri, which was previously approved by the Missouri Public Service Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Missouri hereby agree as follows:

1. Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

2. Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is filed with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on November 10, 2008.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Attn: Regulatory Dept. (Interconnection)
STREET ADDRESS	1776 W March Lane
ROOM OR SUITE	Suite 250
CITY, STATE, ZIP CODE	Stockton, CA 95207
E-MAIL ADDRESS	mmccann@pacwest.com
FACSIMILE NUMBER	(209) 926-4585

- 2.4 CLEC hereby designates the Separate Agreement it is adopting by way of this Short Form for purposes of this MFN Agreement by placing an "X" next to its chosen Separate Agreement immediately below:

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as AT&T Missouri.

- _____ Case No. TK-2006-0042 (Navigator)
_____ Case No TK-2006-0043 (Xspedius)
_____ Case No TK-2006-0044 (Sprint)
_____ Case No TK-2006-0046 (Wiltel)
_____ Case No TK-2006-0047 (Charter)
_____ Case No TK-2006-0048 (Birch)
_____ Case No TK-2006-0050 (MCI) (If CLEC selects the MCI Separate Agreement, CLEC must indicate if it wishes to take MCI's Amendment, as further addressed in Section 2.5.2 below).
___X___ Case No TK-2006-0070 (XO) (If CLEC selects the XO Separate Agreement, CLEC must indicate if it wishes to take XO's Amendment, as further addressed in Section 2.5.2 below).
_____ Case No TK-2006-0071 (Socket)
_____ Case No TK-2006-0072 (NuVox)
_____ Case No TK-2006-0073 (Big River)
_____ Case No TO-2005-0336 (Generic Successor Missouri ICA)

For purposes of its MFN Agreement, CLEC hereby adopts the Separate Agreement between AT&T Missouri and XO Communications Services, Inc. ("Separate Agreement"), which was previously approved by the Commission in Case No. TK-2006-0070.

2.5 Intercarrier Compensation Options²

2.5.1 For CLECs that Select a Separate Agreement in Section 2.4 above other than the MCI or XO Separate Agreements, CLEC hereby elects the Intercarrier Compensation Choice it desires for purposes of its MFN Agreement by placing "X" next to its chosen Intercarrier Compensation Billing Option immediately below. If CLEC fails to designate one of the Intercarrier Compensation Billing Options below, the default Intercarrier Compensation Option set forth in the Separate Agreement chosen by CLEC in Section 2.4 above shall automatically apply upon the Effective Date of this MFN Agreement.

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
X	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

2.5.2 For CLECs that Select the MCI or XO Separate Agreement, the MCI and XO Separate Agreements respectively, each incorporate, and are subject to, an Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (the "Amendment"). Accordingly, if CLEC elected to adopt the MCI or XO Separate Agreement in Section 2.4

² Please note that in the event that CLEC has an existing 13-State Superseding Reciprocal Compensation Amendment in place with the AT&T ILECs, it shall file such Amendment, along with the Short Form, with the Commission to ensure that this successor MFN Agreement on file with the Commission is complete.

above, CLEC shall affirmatively indicate with an "X" below if it wishes to also take the MCI or XO Amendment, as applicable, in connection with its MFN Agreement, according to its terms. (CLEC should leave blank and not check the Option below if it does not wish to adopt the Amendment for purposes of its MFN Agreement). If CLEC does not indicate with an "X" immediately below that it wishes to take the MCI or XO Amendment in conjunction with its adoption of the MCI or XO Separate Agreement, as applicable, then the Inter-carrier Compensation Option that shall apply to CLEC is the Inter-carrier Compensation Option set forth in the underlying MCI or XO Separate Agreement (i.e., Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic). In such case, the Parties' MFN Agreement is hereby deemed modified to delete any and all references to the Amendment Superseding Reciprocal Compensation, Interconnection and Trunking Terms from such ICA.

_____ CLEC has elected to adopt the MCI Separate Agreement in Section 2.4 above and hereby affirmatively elects to adopt the MCI Amendment in conjunction with its adoption of the Separate MCI Agreement for purposes of this MFN Agreement.

_____ CLEC has elected to adopt the XO Separate Agreement in Section 2.4 above and hereby affirmatively elects to adopt the XO Amendment in conjunction with its adoption of the Separate XO Agreement for purposes of this MFN Agreement.

3. Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of any associated appeal and/or further government review.³ If any action by any federal court of competent jurisdiction in connection with the appeal in Case No. 4:05CV01264-CAS and/or on remand of such case to the Commission ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.
- 3.2 It is AT&T Missouri's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

³ To the extent CLEC elected to adopt the MCI or XO Separate Agreement in Section 2.4 above and elected to take as part of its MFN Agreement the MCI or XO Amendment, as applicable, or CLEC currently has its own 13-State Superseding Reciprocal Compensation Amendment in place with the AT&T ILECs, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provision(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the term of such Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 13th
day of February, 2006.

Pac-West Telecomm, Inc.

Signature: 

Print Name: John Sumpter

Title: Vice President, Regulatory

Date: February 3, 2006

Southwestern Bell Telephone, L. P. d/b/a AT&T
Missouri By AT&T Operations, Inc., Its authorized
agent

Signature: 

Print Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: February 13, 2006

Facilities: OCN/AECN# 789D

Resale: OCN/AECN# _____

ACNA: ARZ